

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

FOR

US NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

IN

Prince Georges County, Maryland

NAME: C. Elizabeth (Liz) Spivey

TITLE: Contracting Officer

The information collection requirements contained in this Solicitation/Contract that are not required by the regulation have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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APPENDICES

APPENDIX A – ASSIGNABLE OPTION AGREEMENT, INCLUDING GROUND DESCRIPTION

APPENDIX B – NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA), DESIGN GUIDELINES AND PROGRAM OF REQUIREMENTS

1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)

- A. The General Services Administration (GSA) is interested in leasing a maximum of 268,762 rentable square feet of office & related space. The rentable space shall yield an estimated 226,000 ANSI/BOMA Office Area (previously Usable) square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO). In addition, the Government requires 700 on-site parking spaces, which shall be distributed between surface and garage/structured parking spaces, to be included in the lease. Minimizing surface parking is preferred.
- B. The leased space is to be constructed by the Offeror on a portion of the property formally known as the Avanti Site, accessed by the to-be-constructed Haig Court; and located north of the existing USDA building on River Road, Riverdale Park, Maryland. See Appendix A for additional information.
- This site will only accommodate the requirements set forth in this SFO and no other tenants shall reside on the property, nor use the property as a right-of-way or easement.
- C. The proposed building will be a state-of-the-art facility: one that is designed for high speed, large volume data communication, offers a productive work environment by designing to user requirements, is architecturally distinguished, efficient and flexible in function and design, secure and safe for staff and visitors, and used for 24x7 operation. It should be an environmentally sustainable project that publicly reflects the environmental mission of the National Oceanic and Atmospheric Administration (NOAA), National Center for Weather & Climate Prediction (NCWCP). The building will be required to achieve, at a minimum, a Leadership in Energy and Environmental Design version 2.1 (LEED™) silver rating, as described in the United States Green Building Council Web site <http://www.usgbc.org/>, LEED™ Rating System. The mission critical (24x7) operation shall occupy approximately 14% of the proposed facility. Tenants' requirements are provided in significant detail in Appendix B.
- D. The Security Standards for the new facility must comply with Justice Department, General Services Administration, the Interagency Security Committee, and the Office of Homeland Security recommendations. However, the Interagency Security Committee will be the prevailing guidelines. The building will be classified as a DOJ level IV facility. These standards will include, but not be limited to:
1. All employees, visitors, deliveries, mail and packages will pass through security screening before entering the building.
 2. Access to the building shall be secured at one entrance in the main lobby.
 3. Set back requirements are recommended at a minimum 100-foot buffer. This buffer may include some parking and environmentally required setbacks.
 4. A guard station, or some controlled entrance is required at the road entrance to the property. The parking garage shall have controlled access.
 5. See Section VI.J (page VI-45) of the Design Guidelines (Appendix B) for additional security guidance.
- E. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for an efficient and flexible layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. This is a Prospectus-Level procurement. All square footage amounts listed in the Prospectus (PMD-10W04) are the maximum that will be authorized. Because this is a newly constructed facility, the development shall be in compliance with GSA's PBS-P100 "Facilities Standards for the Public Buildings Service." See the website as follows for the complete version that is current as of the issuance of this Solicitation for Offers: <http://www.gsa.gov/Portal/gsa/ep/channelView.do?pageType=8195&channelPage=%2Fep%2Fchannel%2FgsaOverview.jsp&channelId=-15012>. If there are any conflicts between GSA's PBS-P100 and the SFO and the Design Guidelines, the offeror shall notify the Government for direction.
- F. It is anticipated that the space (excluding building-wide support) will be approximately 70% open environment and 30% for enclosed offices, support and mission-specific use.

1.2 AREA OF CONSIDERATION

This requirement will be developed on a predetermined site that will be acquired by the successful offeror through an assignable option for a ground lease for a specified parcel within the University of Maryland Research Park/Enterprise Campus in Prince George's County, Maryland. Additional site information is enclosed in Appendix A.

1.3 TENANT REQUIREMENTS

The following is a list of unique space requirements for the Government. Each short listed offeror in Phase II shall identify how each of these requirements can best be accommodated in their building. Please refer to the Design Guidelines for additional detail.

- A. Tenant requires a minimum of approximately 2,800 square feet of active storage space. It is preferred that this space be accommodated in below-grade or concourse level space. This space must be proximate to the freight elevator and loading dock. The space requires upgraded floor loading (250 pounds per square foot).
- B. Tenant requires areas (three at 2,000 square feet each and two at 1,000 square feet each) of upgraded floor loading (150 pounds per square foot) on the office floors. Up to 10% of the area on every floor may be required to have enhanced loading capacity. Specific reference shall be made to the tables for "Mission Critical" and "Building-wide Support" spaces in the Design Guidelines. The offeror shall identify any existing/proposed areas and associated pathways for upgraded floor loading.

- C. Tenant requires a minimum of 2,400 square feet for a fitness center. It is preferred that this space be accommodated in below-grade or concourse level space. The space requires 1,000 square feet of upgraded floor loading (150 pounds per square foot).
- D. Tenant requires approximately 2,000 square feet for an Emergency Generator and UPS/Battery Room. The space requires 2,000 square feet of upgraded floor loading (250 pounds per square foot). The generator shall not be located adjacent to or under occupied space (including the parking garage) and mechanical system intakes (follow latest ASHRAE handbooks).
- E. Tenant requires approximately 5,000 square feet of substantially column-free space for auditorium and shall be directly accessible from the main entrance lobby. The space shall have minimum clear finished ceiling heights of 16 feet and should contain a sloped floor to obtain unobstructed view and clear line of sight from every seat. The stage area of the conference center shall have upgraded floor loading (125 pounds per square foot). Please refer to the Design Guidelines for additional detail.
- F. Tenant requires secure access to two (2) weather-protected, standard height loading docks. The dock shall be separate from the parking garage and easily accessible from the street. The loading dock must be able to accommodate a 65-foot tractor-trailer at dock height (14 feet tall). The loading dock for the smaller vehicles (lab, postal, courier, etc.) shall be weather protected. In addition, approximately 400 square feet should be set aside for trash and recycling with upgraded floor loading (150 pounds per square foot). This area shall not be part of the interior of the building. No loading dock door shall be used as a required means of egress.
- G. Tenant requires approximately 450 square feet for a Mail Room. The Mail Room, which shall be located adjacent to the loading dock, should be designed to be of bomb-resistant construction. Frangible design shall be utilized, such that an explosion would be directed away from the main structure, and at least one side of the room (wall and/or roof) shall be on the exterior, so that the frangible element would fail while the walls separating the Mail Room from the main structure would remain intact. In addition, the Mail Room HVAC system shall be capable of being secured by an Emergency Power Off (EPO) switch. See page IX-24 and 25 of the Design Guidelines for additional information.
- H. Tenant reserves the right to install security equipment including, but not limited to, x-ray equipment, security cameras, and locking mechanisms in the building lobby, on the perimeter of the building and the loading dock area, on the elevators, and suite entry doors.
- I. The Government shall have the right at no additional cost, to install, maintain and keep equipment on the roof of the building or anywhere on the site and/or the roof, including but not limited to: antenna (e), satellite dishes, HVAC components, generator(s) and other equipment as tenant may require.
- J. The requirement for a cupola is outlined in the Design Guidelines.
- K. Development of the facility should include consideration for potential future expansion via connection of the proposed building to a facility on an adjacent parcel.
- L. A raised floor is to be provided throughout the areas designated for offices, workstations, and office support areas. It is anticipated that the minimum floor cavity shall be 12" for the office spaces and 18" for computer rooms and similar special spaces. The design should achieve minimum changes in floor levels. It is desirable that the level changes be adjusted by depressing or raising the floor slab to match the junctions of raised floor environments with standard flooring and carpeting.
- M. Several spaces required direct exhaust. Reference shall be made to the Design Guidelines for specific information.
- N. Offeror must accept the assignment of the Assignable Option Agreement as amended as a condition for lease award, and subsequently further agree to enter into a Ground Lease with the property owner in time to deliver the building for government occupancy per the project schedule.
- O. Lessor, at the Lessor's expense, shall be responsible for the quality of water released into the storm water management system. Quantity of storm water management shall be managed by the Land Lessor and M Square ownership.
- P. Lessor shall be responsible for payment of Common Area Maintenance (CAM) charges for the M Square park. The cost of the CAM charges shall be included in the Operating Costs and the GSA Form 1217.
- Q. The Lessor shall pay its proportionate share of the University shuttle service. The cost effective October 1, 2004 for the fiscal year is \$114,660, which shall be paid on a percentage of total gross square footage for M Square. The existing gross square footage (GSF) is 613,000 GSF not including the estimated 280,000 GSF for NOAA. The cost of the shuttle service shall be included in the Government's operating expenses.

1.4 LEASE TERM (SEP 2000)

The lease term is thirteen (13) years firm, with two (2) ten (10)-year renewal options. The options will not be exercised without approval of future Congressional prospectuses, and a determination the rates are fair and reasonable. In addition, the Government requests a fixed-price purchase option at the end of the first renewal option. The Government shall give the Lessor 1 year prior written notice of the interest to purchase the building.

1.5 OFFER DUE DATE

Phase I Offers are due by 3:00 PM EDT, July 19, 2004 and shall remain open until determination of the selected short list of developers. Phase II offers will be due forty-five (45) days from date of official short list notice and shall remain open until award.

1.6 OCCUPANCY DATE (SEP 2000)

The Lessor shall coordinate access with the Government during construction to coordinate installation of Government equipment and furniture. Space will be accepted upon substantial completion in as many as eight phases, with the first phase being accepted no earlier than August 1, 2007. Full occupancy is required no later than February 1, 2008, at which time all building construction and site work shall be completed, unless the Contracting Officer provides a specific written exception.

1.7 HOW TO OFFER (NCR VARIATION (AUG 2002))

A. Phase 1 proposals shall be packaged as follows: from Paragraph 2.2, Minimum Requirements shall be in one binder, Factor 1 "Development Team Qualification" shall be in a second binder, and Factor II "Design Philosophy and Architectural and Engineering Team Qualifications" shall be in a third binder. Three (3) copies of each Phase I binder shall be provided and each binder shall be clearly marked on the front cover with the offeror's name, contact person and contact information, SFO Number and binder name.

Phase II materials shall be separated into a "Technical" binder (which may be further separated into a binder for each technical factor, as defined in Paragraph 2.4, at the offeror's election) and all other materials in a "Forms and Price" binder. Three (3) copies of each Phase II binder shall be provided and each binder shall be clearly marked on the front cover with the offeror's name, contact person and contact information, SFO Number and binder name. Two (2) official copies of the materials shall be submitted by the date and time established by the Government to:

Liz Spivey, Contracting Officer
SFO #9MD0023
US General Services Administration
Bid Deposit Room, Room 1065
7th & D Streets, SW
Washington, DC 20407

One (1) copy of the materials shall be submitted to:

Marcy Owens Test
Spaulding & Slye Colliers
1717 Pennsylvania Avenue, NW
Suite 1000
Washington DC 20006

Project contacts: Robert Federico, GSA, (202) 708-7252; or Marcy Owens Test and Richard Mann, Spaulding & Slye (202) 478-2300.

B. OVERVIEW OF TECHNICAL EVALUATION AND SELECTION PROCESS:

1. This lease will be competitively negotiated using the best value tradeoff process and the Two-Phase Design-Build Selection procedures in Subpart 36.3 of the Federal Acquisition Regulation (FAR) and the General Services Administration Acquisition Manual (GSAM) 570.105-2. The best value tradeoff process permits tradeoffs among price and technical evaluation factors, allowing the Government to make an award to other than the lowest priced Offeror or other than the highest technically rated offeror (as defined in FAR Part 15).
 2. In Phase I, Offerors are required to submit proposals that include information on the Offeror's project team and past experience and performance, as required in Paragraph 2.2; price proposals are not submitted and will not be considered until Phase II. After evaluating Phase I proposals based on the Phase I minimum requirements and the Phase I evaluation factors, GSA will select, up to the five (5) most highly qualified Offerors. Only those Offerors will be requested to submit Phase II proposals.
 3. The Government reserves the right to select the most highly qualified Phase I offerors without discussions. Therefore, it is imperative that Offerors ensure that their proposals comply in all respects with the submittal requirements set forth in this SFO. A Phase I proposal that fails to satisfy any Phase I minimum requirement will not be considered for inclusion in Phase II.
 4. The final signed Assignable Option Agreement will be provided when available, but no later than at the commencement of Phase II of the Design-Build Selection process. The Draft Ground Lease will be provided to the Phase II offerors when available, but no later than prior to request for final revised proposals. The Covenants, Conditions and Restrictions (CC&R's) for the site will be provided when available, but not later than at the request for final revised offers of Phase II.
 5. In Phase II, Offerors are required to submit technical proposals (including design information) and price proposals. The Phase II proposals will be evaluated based on the Phase II minimum requirements and the Phase II technical evaluation factors.
 6. This lease will be awarded in accordance with the tradeoff process, as explained in FAR Part 15. Award will be made to the Phase II Offeror whose proposal represents the best value to the Government, considering price, Phase I and Phase II technical evaluation factors. For this SFO, the Phase I and Phase II technical evaluation factors, as combined, are significantly more important than price. However, price will become more important as the technical proposals become more equal. The Phase I and Phase II evaluation factors are listed in the AWARD FACTORS section of this SFO.
 7. The Government reserves the right to select the most highly evaluated offeror considering Phase I Evaluation Factors, Phase II Evaluation Factors and price without discussions. The Government reserves the right to incorporate the proposal into the contract to the extent that it is not inconsistent with or does not conflict with the terms of this SFO and/or contract. In cases of conflict, the latest written change to the language of the SFO and/or contract by the Government shall prevail.
- C. The following documents, properly executed, shall be submitted for **Phase I** no later than 3:00 PM EDT on the Phase I offer due date.
1. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner's representative is presenting multiple ownership groups.
 2. Information required for the AWARD FACTORS section relating to Phase I of this SFO.

- D. The following documents, properly executed, shall be submitted for **Phase II** no later than the close of business on the Phase II offer due date.
1. Solicitation for Offers Number 9MD0023, initialed, with no changes unless accepted by the Contracting Officer.
 2. SFO Attachments:
 - a. Appendix A – Site Information (as available)
(Please note that these materials are for general information only and each offeror will be responsible for verifying the actual conditions of the site with independent study. The Government makes no representations about the site with the sharing of this information.)
 - Environmental Assessment for the NOAA National Center for Weather and Climate Prediction dated February 2004
 - Preliminary Geotechnical Engineering Report, dated June 9, 2004
 - Sediment and Erosion Control Plan for Rough Grading dated March 2004
 - Topography, Wetlands, and Property Line Drawings provided on September 30, 2004
 - Riverside Covenants, Conditions & Restrictions at M Square with cover letter dated October 18, 2004
 - b. Appendix B – Assignable Option Agreement
 - c. Appendix C – National Center for Weather and Climate Prediction Program of Requirements and Design Guidelines
 - d. Appendix D – Draft Ground Lease (as available)
 - e. Attachment #1 – Fire Protection and Life Safety Evaluation. In all cases, the Offeror agrees to correct any deficiencies identified by the Government at the offeror's sole cost and expense prior to the Government's acceptance of the space and lease commencement.
 - f. Attachment #2 – Facility Information Security Survey
 - g. Attachment #3 – Design and Construction Schedule
 3. GSA Form 1364, Proposal to Lease Space.
 4. GSA Form 1217, Lessor's Annual Cost Statement.
 5. GSA Form 3517X, Credit Lease General Clauses.
 6. GSA Form 3518, Representations and Certifications.
 7. Three (3) sets of drawings of dimensioned design concepts (these concepts will not be considered final; the Government will work with the successful offeror to finalize the overall design), to include the following:
 - a. Elevations of all facades (with proposed exterior materials noted).
 - b. Detailed site plan (with proposed exterior materials noted) indicating the 1) footprint of the building, 2) area of the available setback, and 3) all paved areas including curb cuts, driveway entrances, parking areas, pedestrian walkways for the proposed property and areas designated for future expansion of the building and parking, property lines, easements, buffers, required set backs, complete vehicle barrier, fences, guard booth, retention ponds, and proposed outdoor mechanical and electrical equipment to support the building(s).
 - c. Interior lobby and core areas and exterior perspectives, including a full-colored architectural exterior rendering, which convey the salient features of the Offeror's solution.
 - d. Floor plans and building sections for the first floor, typical floor plan, and roof plan shall include:
 - i. Scale: 1/16" = 1'-0".
 - ii. Clearly and accurately convey the 1) proposed column spacing and bay configuration; 2) core space location; 3) use and configuration; 4) location and number of elevators, shafts, and stairwells; 5) location, size, and configuration of fire corridors, lobbies, and similar areas; 6) location, nature, and proposed use of all building space not to be occupied by the Government; and, 7) patterns of public, Government, and other tenant ingress and egress as well as travel through the building.
 - iii. Reflect the proposed corridor pattern for a typical full (single-tenant) floor. The proposed corridors shall meet local code requirements for issuance of occupancy permits. GSA will review the proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors shall be defined by slab-to-slab partitions. Actual corridors in the approved layout for the successful Offerors' space may differ from the corridors used in determining the ANSI/BOMA Office Area square foot area for the lease award.
 - iv. Provide narrative identifying major building systems such as structural, mechanical, electrical (includes UPS and generators), telephone/data, and data typical distribution, etc., and show proposed locations on floor plans
 - v. List proposed finish materials for core areas of the building, specifically main lobby, elevator cabs, lobbies, and restrooms.
 - e. Usable, rentable and gross area calculations shall be shown on the drawings.
 - f. A scaled massing model indicating site conditions, and relationship with structures on adjacent properties.

8. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.
 9. Documents supporting evidence of capability to perform. Refer to the "Evidence of Capability to Perform" paragraph in the MISCELLANEOUS section of this SFO.
 10. A complete development budget. All components of the budget shall be provided in significant detail to allow for comparison to the Government's estimates. Detailed budget analysis will be conducted. General Contractor's overhead, profit, and general conditions for the initial tenant improvements and change orders and any other overhead and profit or management fees shall be provided that will be added to the tenant improvements, construction costs, or change orders. Also provide architectural & engineering fees associated with tenant improvements. All A&E fees associated with the tenant improvements are to be paid by the Government using the tenant improvement allowance or lump sum payment. All A&E associated with building shell improvements are to be paid by the Lessor. Ensure a clear delineation between Building Shell costs and Tenant Improvement Allowance costs.
 11. Adjustment for Vacant Premises reduction. Refer to the "Adjustment for Vacant Premises" paragraph in the MISCELLANEOUS section of this SFO.
 12. Information required for the AWARD FACTORS section relating to Phase II of this SFO.
 13. Proof of Signatory Authority documentation. Refer to the "Required Proof of Authority" paragraph in the MISCELLANEOUS section of this SFO.
 14. If the offeror represents and certifies itself as not a small business on the GSA Form 3518, a Small Business Subcontracting Plan shall be completed.
 15. A percentage mark-up rate to be applied to change orders performed under the lease. Only the total estimated mark-up shall be provided, not the total estimated equitable adjustment. This rate must include all prime and first tier subcontractor overheads, general and administrative costs, bonds, insurance, commission, profit, and all other indirect costs which may be associated with work performed under this lease. Upon award of the lease, the mark-up rate offered by the award shall be used in determining all equitable adjustments, additive or deductive, which may be negotiated under the lease. The mark-up rate shall be used, when applicable, in determining only entitlement claimed by award under the Disputes clause. Refer to GSA Form 3517X, General Clauses, 52.233-1, *Disputes* (July 2002). Evaluation of a mark-up rate shall not obligate the Government to increase the value of the lease work.
 16. A LEED-NC scorecard shall be completed by the offeror to demonstrate how Silver Level performance goals will be achieved. Reference shall be made to page VI-54 of the Design Guidelines for NOAA's preferred and interest credits. The building and site design shall achieve at a minimum the Silver Level performance goals of the US Green Building Council "LEED for New Construction and Major Renovation" (LEED-NC) Version 2.1 (Leadership in Energy and Environmental Design) Rating System. Furthermore, the building shall achieve ongoing LEED Certified Silver for Existing Buildings, in accordance with "LEED Rating System for Existing Buildings" (LEED-EB criteria). The Offeror shall fund, prepare and submit the LEED registration application for the building with the U.S. Green Building Council. Description of the criteria and Reference Guide dated 2001 for the LEED system can be viewed at <http://www.usgbc.org/programs/leed.htm>. Meeting the LEED criteria is a critical feature of this building representing the tenant environmental values. Failure to reach the Silver Level LEED ratings will result in a penalty of 10% of the annual rental payments due for the Government leased space. At completion of the work, the Lessor shall provide (3) copies of all supporting documentation for certification – of which the Government requires one electronic copy and one hard copy of all documentation including all USGBC correspondence, action, and certifications for its files. All publications referenced herein shall be those current at time of publication.

The Offeror shall have a LEED Accredited Professional team member identified at the time of offer of the project. This person shall oversee, provide, submit and obtain the documentation for LEED certification during the planning, design and construction phases of the project and until the LEED certification is obtained.
 17. Lessor shall provide a detailed matrix identifying what is included in the building shell for the offer and what is expected to be paid by the Tenant Improvement Allowance.
- E. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.
- F. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in the GSA Form 3516A, Solicitation Provision, 552.270 1 (d), Restriction on Disclosure and Use of Data.
- G. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:
1. Rate structure required from for the form referenced in subparagraph D3 shall include the following:
 - a. A lease rate per square foot for the building shell rental. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance. All improvements in the base building, lobbies, common areas, core areas and as further defined in the "Building Shell Requirements" paragraph in this section of this SFO shall be provided by the Lessor, at the

Lessor's expense. This rate shall be broken down to show each component of the base rent including, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, and core areas, etc.

b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.

c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease.

d. The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government demised area above the building shell buildout. The Tenant Alteration Allowance shall be \$47.88 per ANSI/BOMA Office Area square foot. Such alterations shall be described and identified in the drawings used to construct the Government demised area. The Tenant Alteration Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.

e. A fully serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease.

H. Design Excellence:

1. This project is an opportunity in design and construction excellence. As such, the design must integrate the building into the fabric of the surrounding community and balance the following:
 - a. An efficient and functional working environment that can accommodate ongoing technological innovation and allow for a technologically state-of-the-art workplace throughout the project's useful life;
 - b. Design, construction, and ongoing operation of the project that minimizes the impact on the environment and the utilization of energy and other scarce and non-renewable resources;
 - c. Innovative design approaches that express the NCWCP's purpose and identity;
 - d. Design that exemplifies accessibility within the context of a public/private sector project; and
 - e. A competitive best value lease procurement.
2. GSA's goal is to maximize the above factors in the design and construction of the facility while maintaining an operating lease."

1.8 **BUILDING SHELL REQUIREMENTS (NCR VARIATION (AUG 2002))**

A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense) shall be furnished, installed and coordinated with Tenant Improvements. Note that additional building shell requirements are included in later sections of this SFO and the Design Guidelines and shall be coordinated with Tenant Improvements as well. If there is a conflict between this document and the Design Guidelines, the Design Guidelines shall prevail. Building shell requirements, therefore include, but are not limited to the following:

1. Site infrastructure and access. Access to the site and site improvements shall be provided consistent with the needs of a 24 x 7 operational, state-of the art facility. Haig Court (road to be constructed by site owner) improvements and utility infrastructure shall be coordinated as required in the Ground lease option agreement and the Ground lease. There is a predetermined agreement of costs not to exceed \$2.4 million due for all site related access and off site improvements. These improvements include, but are not limited to, Haig Court access, utilities, water retention pond, Kenilworth Avenue and other off-site improvements. The \$2.4 million in infrastructure is consistent with the terms in the Ground lease option agreement and the Ground lease, as negotiated to between the Government and the landowner. See Assignable Option agreement (or Ground Lease Agreement when signed) for specific information about on and off-site improvements.
2. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC/under floor air distribution), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building as required by code based on the base building design.
3. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with both the ADAAG and the UFAS and shall be installed and coordinated with Tenant Improvements. Refer to the "Accessibility for New Construction" paragraph in the SUMMARY section of this SFO.
4. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph in the ARCHITECTURAL FINISHES section of this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.

5. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This includes two (2) sets of glass, suite entry doors per floor. Interior doors specific to Tenant Improvements are not included. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
6. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
7. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph in the ARCHITECTURAL FINISHES section of this SFO. The offeror shall provide a broom clean concrete floor slab, with level floor not varying more than 1/4" over ten (10) foot horizontal run in accordance with American Concrete Institute (ACI) Standards. Concrete floor shall be sealed to accommodate raised floor and under floor air distribution system.
8. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
9. *HVAC.* It is intended that the Central HVAC system including under floor air distribution systems shall be installed and operational, including, as appropriate, main and branch lines, flex ducts, and diffusers, including all building common areas. Conditioned air through medium pressure ductwork at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
10. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
11. *Lighting.* Parabolic type 2'-0" wide x 2'-0" long fluorescent lighting fixtures (or other acceptable equivalent) shall be installed in the ceiling grid for an open office plan. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
12. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with both the ADAAG and the UFAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided. Single point of shutdown for the stairway evacuation pressurization system and all building-wide HVAC/under floor air distribution systems shall be provided for the building. It will be located in the security control center. Compliance with CDC Guidelines is required.
13. *Telephone/LAN Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. Vertical conduit (empty sleeve) through building core, available for tenant wiring/cablng. These rooms shall be co-located and/or combined with the LAN rooms.
14. *Architectural/Engineering Design.* All architectural and engineering costs associated with the building shell requirements shall be included in the building shell rate.
15. Any alterations necessary for the building shell to meet the SFO requirements shall be included in the building shell rate.
16. All of the above improvements are described in more detail hereinafter in this SFO.

1.9 TENANT IMPROVEMENTS (SEP 2000)

- A. The Tenant Improvement Allowance shall be used for building out the Government-demised area in accordance with the Government reviewed construction drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this SFO, the design guidelines and GSA Form-Form 3517X, General Clauses. The Government agrees to pay for all Tenant Improvements in excess of the Tenant Improvement Allowance in a lump sum payment(s) (defined as a Tenant Improvement Contribution) once accepted and approved by the Contracting Officer pursuant to the Prompt Payment paragraph of the GSA Form 3517X.
- B. The Tenant Improvement Allowance and any Tenant Improvement Contribution shall be used to pay for Tenant Improvements and all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead and other project fees associated with the Tenant Improvements. In addition, all design costs for the Tenant Improvements shall be paid in the same manner. It is the successful Offeror's responsibility to prepare and fund all documentation (construction documents, etc.) required to receive construction permits. No costs associated with the building shell shall be included in the tenant improvement pricing.

1.10 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)

A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term. The Government may also request additional Tenant Improvement Allowance from the Lessor. If available, the additional Tenant Improvement Allowance may be added to the rent in accordance with the negotiated terms, or the Government may pay lump sum for the additional Tenant Improvement Allowance.
2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvements. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvements, the lump sum payment will result in a decrease cost of the tenant improvements and may result in a decrease in rent, only if the lump sum payment pays for the initial tenant improvement allowance. At any time after occupancy, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.

1.11 PLANS WITH OFFER (SEP 2000)

All plans submitted for consideration must have been generated by a Computer Aided Design (CAD) program, which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.

1.12 BROKER COMMISSION (NCR VARIATION (AUG 2002))

For the purposes of this Solicitation for Offers, the brokerage firm of Spaulding and Slye LLC is the authorized representative of GSA and is providing tenant representation services to the Government in connection with this transaction. If the Offeror is being represented by a broker, brokerage firm, or brokerage consultant (including "third-party" brokers, "in-house" brokers, and legal or non-legal brokerage consultants), the identity of such shall be disclosed by the Offeror as part of its offer.

The Offeror shall disclose on GSA Form 1364, in the manner specified therein (expressed either as a percentage of gross rents or as a fixed dollar amount), all brokerage fees and/or commissions, including but not limited to cooperating brokerage fees, brokerage consulting fees, and legal fees relative to brokerage consulting services, that are scheduled to be paid by the Lessor or its agents as part of the proposed transaction.

The Offeror shall provide as part of its offer adequate documentation identifying all such brokerage/consulting fees and/or commissions, including any representation/consulting agreement for the subject property. This documentation may also consist of a representation/certification from the Offeror, signed under penalty of perjury, itemizing all brokerage fees and/or commissions budgeted and scheduled to be paid as part of the proposed transaction and stating that the brokerage information provided on the GSA Form 1364 and in such representation/certification is true and accurate.

The Government requests that no cooperating brokerage commission be included in the transaction. The Government will compensate Spaulding & Slye LLC directly for its services.

By submission of its offer and/or execution of the Lease, the Offeror/Lessor represents and warrants that no other brokers or brokerage firms other than those referenced in its offer have represented the Offeror/Lessor in this transaction, and that no other brokerage fees and/or commissions other than those specifically identified are due and/or payable in connection with this transaction.

1.13 NEGOTIATIONS (SEP 2000)

The Government reserves the right to select the most highly qualified Phase I offerors without discussions. Negotiations may, at the Government's election, be conducted only with the identified short list of offers from Phase I during the Phase II process.

- A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer may conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency.

- D. If discussions or negotiations are conducted, all Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

1.14 PRICE EVALUATION (PRESENT VALUE) (NCR VARIATION (AUG 2002))

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.
- C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any lease renewal option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 2. If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 5.0 percent to yield a gross present value cost (PVC) per square foot.
 3. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 5.0 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5.0 percent, then added to the net PVC to yield the gross PVC.
 4. To the gross PVC will be added:
 - a. The cost of Government provided services and utilities not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5.0 percent.
 - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - c. The cost of replicating leased space and the cost of relocation including furniture, telecommunications, and other move-related expenses, if applicable.
 - d. The percentage offered for general contractor's overhead and profit, general conditions, and management fees and management overhead and profit calculated as a percentage of the Tenant Improvement Allowance. The cost will be annualized.
 5. Free rent shall be discounted and evaluated in the year in which it is offered.
 6. The sum of either (2) and (4) or (3) and (4) plus (5) as applicable above, will be the per ANSI/BOMA Office Area square foot present value cost of the offer for price evaluation purposes.

1.15 AWARD (JAN 1997)

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA, which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
 2. Required clauses,
 3. Required certifications and representations,
 4. The pertinent provisions of the offer, and
 5. The pertinent provisions of the SFO & Design Guidelines.

- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

1.16 ACCESSIBILITY FOR NEW CONSTRUCTION (SEP 2000)

To be considered for award, buildings to be constructed shall meet the new construction requirements of both the Americans with Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations 41 CFR, Subpart 101-19.6, Appendix A., 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

1.17 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described in subparagraphs B and C.
- B. For those buildings or additions to buildings described in subparagraph A, the Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this SFO) edition of the International Building Code (IBC) maintained by the International Code Council (ICC)
- C. All design and engineering documents, including structural engineering/mechanical/electrical calculations, shall be made available for review by the Government during design development to ensure compliance with seismic safety standards.

1.18 LABOR STANDARDS (SEP 2003)

If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant buildout) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <http://www.arnet.gov/far/>

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
- 52.222-6 Davis-Bacon Act
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility.

2.0 AWARD FACTORS

2.1 AWARD FACTORS – PHASE I

The project will be a two-step source selection process. The first phase is a competition among interested development teams. A maximum of five teams will be selected to proceed to the next step in the process. In Phase I, teams will be evaluated based on the proposed team's qualifications, key personnel, past experience working together, developer's case studies, the architectural and engineering team past experience, the design philosophy, the design approach, the lead designer's portfolio, and past performance. The Government reserves the right to select the most highly qualified Phase I offerors without discussions. Only complete proposals will be considered for selection to Phase II.

The second step of the selection process involves the selection of a development proposal representing the building design, construction and operation based on criteria provided for Phase II. Phase II negotiations will only be conducted with those Offerors that were selected to participate in Phase II of the procurement. The Contracting Officer will determine which Offerors may participate in Phase II based upon the criteria set forth in this SFO, however the number shall be no more than five. This step requires conceptual building design, critical system descriptions, development plans and schedule, and operating plan information, as described further herein. Each proposal will be reviewed and evaluated. The proposal representing the best value to the Government as defined in FAR Part 15 will be selected.

2.2 EVALUATION FACTORS – PHASE I

The following minimum requirements and technical evaluation factors, listed in descending order of importance, will be evaluated as part of Phase I of the procurement. Based upon the evaluation with respect to these factors, the most qualified offerors will be invited to participate in Phase II of the procurement. The result of the Phase I technical evaluation will also be considered as part of the best value tradeoff process. FACTOR I is more important than FACTOR II. Note: Font for all proposals shall be Arial 11 point.

A. MINIMUM REQUIREMENTS (in addition to those otherwise set forth in the SFO)

The offer shall provide appropriate documentation to demonstrate the following minimum requirements are met.

1. The architectural and engineering firm/firms must be able to provide at least 35% of the contract effort from the following geographic area:
 - A) Baltimore City;
 - B) Counties of Baltimore, Montgomery, Prince George's, Howard, Anne Arundel in Maryland;
 - C) Cities of Alexandria, Falls Church, Fairfax, Manassas in Virginia;
 - D) Counties of Arlington, Fairfax, Prince William, and Loudon in Virginia; or
 - E) Washington DC.

Additionally, the full architectural and engineering firm/firms must be able to meet with the Government at least twice per month, at no expense to the Government. The Government will not provide reimbursement for any costs related to fulfilling these requirements. Identify the location of the architectural and engineering firm/firms' operation for this contract.

2. The Lead Designer and Architectural Firm shall be contractually obligated to one (1) developer with regard to performance of this project. If a separate Engineering Firm is part of the team, they are not required to be contractually obligated to one (1) developer for this project. Evidence of this relationship shall be provided.
3. Lead Designer must have successfully completed at least three projects of similar size, scope, technical complexity, and similar function as the NCWCP project. Evidence of this past experience shall be provided in a list with a brief (no more than 1/2 page for each) project description.
4. The Developer must have successfully completed 1 million square feet of development, at least five (5) different projects, three (3) of which at least of similar size and scope as this NCWCP project. Evidence of this past experience shall be provided in a list with a brief (no more than 1/2 page for each) project description. Note: When "the Developer" is written, the reference is meant to be to the company that is offering as the Developer. When "the Development Team" or "the Team" is written, the reference is meant to be the entire team being offered for Phase I, including all team members as the offeror deems necessary for successful completion of this project. When "the A/E Firm" is written, the reference is made to the architectural and engineering firm/firms that are being offered as part of the offeror's Team that the offeror deems necessary for successful completion of this project. Factor I shall include materials for the entire Team, with the exception of the architectural and engineering firm/firms (A/E Firm). Factor II shall address only materials for the architectural and engineering firm/firms.
5. The Principal-In-Charge, must be employed by the Developer and have been a principal on at least two (2) other projects of similar size, scope, technical complexity and function as the NCWCP project. Evidence of employment and past experience shall be provided in a list with a brief (no more than 1/2 page for each) project description.
6. The Team must demonstrate previous experience with the US Green Building Council LEED certification program and at least one member of the team must be LEED Accredited Professional. The LEED Accredited Professional shall have at a minimum 1-year of previous experience in submitting LEED documentation to the USGBC. Evidence of this experience shall be provided.
7. The General Contractor must demonstrate bonding capacity and provide a representation that the bonding capacity is not being utilized for another construction job.

B. FACTOR I. DEVELOPMENT TEAM QUALIFICATIONS

This factor considers all proposed team members' qualifications, with the exception of the architectural and engineering team, and their experience with developing projects of similar size, scope, and technical complexity. The following are the subfactors listed in descending order of importance:

Subfactor (i). Developer, General Contractor, and Consultant Company Qualifications:

The Government will evaluate the companies' qualifications proposed for the offered team. Consideration shall be given to the each company's past experience that demonstrates their ability to complete the NCWCP project successfully. Maximum points are only available when all companies are determined to be highly qualified. Materials to be submitted, in no more than 4 pages per company/discipline, shall include an organizational chart, company overviews, and materials that demonstrate qualifications and past experience.

Subfactor (ii). Individual Team Member Qualifications - Key Personnel:

The Government will evaluate each individual resume of the key personnel for the project. Individual resumes must demonstrate individual's qualifications and their ability to perform the NCWCP project successfully. Teams with more highly qualified key personnel from each company will receive more favorable scores. In addition, as the individuals and their roles and responsibilities on the NCWCP project are better defined scores may be higher. Materials to be submitted may include resumes, detailed organizational charts, roles and responsibilities definitions, and any other materials that may demonstrate key personnel qualifications. Resumes should not be longer than 2 pages each and other narrative shall not exceed 4 pages total. The Government reserves the right to approve any and all substitute personnel whenever and wherever a substitution is offered.

Subfactor (iii). Experience as a Team (Working Together):

The Government will evaluate the Development Team's overall experience working together successfully on other projects of similar scope and technical complexity. The offered team's experience working together successfully should translate into a more successful development project. Higher scores will go to teams that demonstrate companies' previous experience working together and best scores will be for teams that demonstrate more depth and breathe in working together successfully to complete projects on schedule and within budget. Materials to be submitted may include a matrix of previous projects with detailed descriptions of relationships for all proposed team members, including the architectural and engineering firm/firms and/or any materials that demonstrate successful past experience working together. Materials shall not exceed 3 pages total.

Subfactor (iv). Developer Case Studies (Relevance to Projects of Similar Size and Scope):

The Government will evaluate no more than seven (7) of the Developer's case studies that demonstrate specific examples of their ability to lead teams and develop and manage (operate and maintain) real estate of similar size, scope, technical complexity and function to that of the NCWCP facility successfully. Materials to be submitted include documentation of specific past experience of the developer and determine how relevant the case studies are to the NCWCP project, the success the case studies represent, and how many and how often the developer did projects of similar size and scope. Materials shall not exceed 3 pages per case study.

Subfactor (v). Past Performance of Development Team and Key Personnel:

This subfactor considers the feedback from references provided for the offered team and key personnel. The offeror shall provide no more than a total of five (5) references that can speak to the Development Team and, if possible, individual key personnel, for at a minimum, the Developer and General Contractor. More favorable evaluations will be given for superior references that speak to experience with individual proposed key personnel and/or more than one of the team members. Furthermore, superior references from projects that have been delivered in the last five (5) years and for similarly scoped and sized projects (as identified with case studies) will be more favorably evaluated. Provide a client reference contact for each project, including name, title, address, phone and fax numbers, and email address.

Evaluation of past performance is governed by FAR 15.305(a)(2). Evaluation should take into account past performance of team members and key personnel. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. Evaluation should include past performance in complying with subcontracting plan goals for small disadvantaged businesses (SDB), monetary targets for SDB participation, and notifications of substitutions of firms that are not SDBs (FAR 19.1202-4(b)).

References will be contacted telephonically no more than three (3) times. The offeror will be responsible to ensure that the reference can be contacted with the information provided by the offeror. In addition, the Government may use information collected from other sources than the references provided in the evaluation of this factor.

C. FACTOR II. DESIGN PHILOSOPHY AND ARCHITECTURAL AND ENGINEERING TEAM QUALIFICATIONS

This factor considers the qualifications and approach the architectural and engineering team has for the NCWCP project. The following are the subfactors in the order of importance:

Subfactor (i). Architectural and Engineering Team Past Experience and Performance:

This subfactor evaluates the past experience of the architectural and engineering team in performing no more than five (5) projects for the architect and no more than a total of five (5) projects for the mechanical and electrical engineers of similar size, scope, and technical complexity to the NCWCP facility within the last ten years. Design excellence and associated functionality of the space is an important consideration for the quality of the proposed facility, and therefore will be an important consideration in the past projects. Firms who have received industry awards, have experience with sustainable design and LEED criteria, mission critical facilities, clean rooms, auditoriums, and complex communications infrastructure will be more favorably evaluated. The narrative (a maximum of 3 pages) for each project description shall address the design approach with salient features and discuss how the client's program, functional, image, mission, economic, schedule, and operational objectives were satisfied by the overall design/planning solution. Include tangible evidence where possible such as certificates, awards, peer recognition, etc. demonstrating design excellence. Provide a client reference contact for each project, including name, title, address, phone and fax numbers, and email address. A portion of one page presented for each project must include a representative floor plan and either a site plan or a building section.

Subfactor (ii). Design Philosophy and Approach:

This subfactor considers the architectural team's design philosophy. The philosophy statement shall address the lead designer's philosophical approach towards design and specifically how the designer will approach this project, including the unique aspects of the site as it relates to the surrounding community and how sustainable design principles will be approached. The philosophy should reflect the security of the facility while addressing the ease of access and use of the facility by employees and visitors. Furthermore, the philosophy shall explain how function and design interact. Design philosophies will be evaluated on providing innovative design approaches that express NCWCP's purpose, identity, and employee quality of life, while minimizing the impact on the environment and the utilization of energy and other scarce and non-renewable resources. Particular importance will be given to how the philosophy reflects creating innovative design with budget limitations. Lastly, the design philosophy must provide insight into long-term operations and maintenance in mission critical facilities. A narrative design philosophy of no more than three (3) pages shall be provided.

Subfactor (iii). Team Organization and Management:

This subfactor considers the architectural team's management approach of the project and client interaction/client service during design and development. The Management Approach narrative (no more than 3 pages) should reflect the Lead Designer's amount of involvement in the project through completion and shall describe the management approach and team organization. To demonstrate Team Organization, materials to be provided may include an organizational chart, resumes, case study information, and any other information that will distinguish the quality and experience of the architectural and engineering companies, particularly in relation to design excellence. Resumes should not be longer than 2 pages each and any other narrative – needed to communicate the team organization – shall not exceed 4 pages total. An organization chart shall be provided detailing the personnel and execution of the project. Past experience of the architectural and engineering team working together successfully will also receive more favorable consideration. The competency of the design team and the professionals identified will be evaluated based on the companies' overviews and resumes for the identified key personnel. Client interaction/client service during design and development are also critical aspects of this factor. Innovative, effective, and efficient methods of communication with the client and insight into methods of incorporating client's input shall be evaluated more favorably. This Client Interaction/Client Service narrative explaining the aforementioned shall be provided in no more than three (3) pages. Therefore, there are 3 separate components of this subfactor, the Management Approach narrative, the Team Organization materials and the Client Interaction/Client Service narrative.

Subfactor (iv). Lead Designer Portfolio:

Submit a portfolio representative of the Lead Designer's ability to provide design excellence. Submit graphics (maximum of three pages per project) and a typewritten description (maximum of two pages per project) of up to three new construction projects of similar size, scope, and technical complexity to the NCWCP facility completed in the last ten years. The narrative shall address the design philosophy with salient features for each project and discuss how the client's program, functional, image, mission, economic, schedule, and operational objectives were satisfied by the overall design/planning solution. Include tangible evidence where possible such as certificates, awards, peer recognition, etc., demonstrating design excellence. Where there is duplication with criteria (1) Architectural and Engineering Team Past Experience and Performance, the Lead Designer will address his/her participation in their project.

2.3 OTHER INFORMATION – PHASE II

- A. Information contained in the balance of this SFO is intended to inform the offeror of what to expect if the offeror is one of the Phase I finalists. This information is not intended to be a requirement of the Phase I SFO nor do the provisions apply to Phase I.
- B. The Offerors selected for Phase II will be required to provide, at their sole cost and expense, a conceptual design package that includes a site plan, typical floor plans, a building and site model, representative exterior elevations, critical building sections, a narrative description of the HVAC/under floor air distribution system, critical building systems, structural system and major material selections and a conceptual rendering of the exterior. The Government will not reimburse any of the final Offerors for any costs connected their offers.
- C. The final Offerors selected from Phase I will be invited to submit a complete offer, including price, for review by the Phase II offer due date. In addition Offeror's may be provided an opportunity to submit any cost or price, technical, or other revisions to their offers that may result from the negotiations during Phase II. Negotiations will be closed with submission of a "final revised proposal" in response to a request for that offer. If a final revised proposal is not submitted, the last offer will be used for the final evaluation.
- D. During Phase II, offers will be evaluated based upon price and the technical factors from Phase II. Price is significantly less important than the evaluation of the Phase I and Phase II Technical Factors. If any information evaluated from Phase I submitted by the Offeror, substantially changes prior to the final revised proposals (BAFO), the Offeror must provide that information for evaluation in Phase II. Award will be made to the Phase II Offeror whose proposal represents the best value to the Government, considering price, Phase I and Phase II technical evaluation factors. The Award will not be made to an Offeror that is determined in the sole discretion of the Government to be financially incapable of performing the requirements of the SFO.
- E. The Government reserves the right to amend the SFO to incorporate changes as appropriate.
- F. The Government must have the ability too review all components of the developer's budget, including, but not limited to the financing structure, costs and fees, as as further described in paragraph 1.7 "How to Offer" subparagraph D10, Paragraph 2.4 "Evaluation Factors – Phase II" subparagraph B, and Paragraph 3.23 "Financing Requirements."

2.4 EVALUATION FACTORS – PHASE II

Factors I, II, and III are listed in descending order of importance and will be evaluated as part of Phase II of the procurement.

A. MINIMUM REQUIREMENTS (in addition to those set forth in this SFO)

The offer shall provide appropriate documentation to demonstrate the following minimum requirements are met.

1. Proposal must generate an operating lease (must conform to OMB Circular A-11), as solely determined by the Government, and not exceed any parameters of Congressionally approved Prospectus (PMD-10W04) for this project.
2. Lessor must commit to deliver space for final acceptance of the last block of space no later than February 1, 2008.

B. FACTOR I. DEVELOPER STRATEGY

This factor considers the developer's plans for successful execution of the development project including management of the team, relationships with key stakeholders and the client (the Government), quality control, communication with local jurisdictions and project financing. The following subfactors are listed in descending order of importance.

Subfactor (i). Project Management:

This subfactor considers how the offeror plans to run the project. The development plan will assist the Government in understanding the methods and communication procedures to be utilized to successfully deliver the project on time and on budget. How the developer will interact with all its project teammates, the Government, and local jurisdictions are important considerations to the success of the overall project. The offeror will also be evaluated on their post-award strategy for jurisdiction approvals of the project. In addition, the offeror will be evaluated on what methods of quality control will be utilized to ensure that the project runs smoothly. The evaluators want to ensure that there is a plan that will result in the on time and on budget delivery of the project.

Subfactor (ii). Project Financing:

This subfactor will be measured against the following five-four criteria. All criteria are weighted the same, although as a specific Offeror's financing plan deviates more dramatically from the mean, either good or bad, that criteria may receive more weight.

i) Ability to withstand interest rate increases: A cash flow which can withstand substantial increases in interest rates per year between lease award and project debt issuance will score more highly than a financing plan that can only withstand small increases in interest rates between Lease award and project debt issuance.

ii) Realism of debt assumptions: specified debt with fixed or variable rate structures with market-tested debt assumptions that are fixed upon financing will score more highly than unrealistic than below-market interest rates and/or above-market outstanding principal balances at lease expiration that unrealistically diverge from current debt markets.

iii) Realism of equity assumptions: firmly committed equity with return expectations, if equity is part of the offeror's proposal, documented as a part of the financing proposal will score more highly than a promise of an equity raise at an estimated projected return or unrealistically low return assumptions.

(h) Ability for the Government to have an active role in reviewing all components of the developer's budget (including but not limited to: financing structure, hard costs, soft costs and fees).

iv) Ability for the Government to share in any financing proceeds that are in excess of final development budget as well as any other identified project savings (identified as the Government's Financing Savings), where the Government can direct the distribution and/or expenditure of the Government's Financing Savings for credit toward or reduction in rent or addition to the tenant improvement allowance. The offer shall be considered more favorably as the Government's Financing Savings is maximized. Additionally, as the Government has more flexibility as to the distribution and expenditure, the offer shall be considered more favorably. Finally, an offer shall be considered more favorably when the Offeror identifies its excess financing proceeds and reserves them, or some portion, in escrow until inspection and acceptance of the building by the Government.

The Offeror's proposal shall be transparent, and sufficient documentation on the project financing should be provided so that these subfactors can be fully evaluated. If the Offeror's proposal is unclear or provides insufficient documentation, the Offeror may jeopardize receiving technical points in this evaluation factor.

C. FACTOR II. QUALITY AND EFFICIENCY OF BUILDING

This factor considers the quality of the building design, the efficiency of the facility, the adherence to the vision and mission of the Government, and the functionality and flexibility of the building. Such submittals as plans and specifications, building model, and narrative description of the vision of the facility will be considered. Following subfactors are listed in descending order of importance.

Subfactor (i). Quality of Building:

This subfactor evaluates how the offeror's plans demonstrate a quality building, including the exterior appearance of the building, quality of proposed common areas' finishes, adherence to vision and mission of the Government, incorporation of security features into the overall design, and how the design incorporates functionality and flexibility needed by a research related tenancy.

Subfactor (ii). Layout Efficiency:

This subfactor considers how the proposed facility provides for maximum efficiency and flexibility of the space layout. Such features as mullion spacing, core to glass dimension, perimeter ratio to floor area, circulation factor, square footage per person, column spacing, core configuration, and floor plate shape will be evaluated in this subfactor.

D. FACTOR III. OPERATIONS AND MAINTENANCE PLAN

Following subfactors are listed in descending order of importance.

Subfactor (i). O&M firm and Past Performance:

The quality and past experience and performance of the Operations & Maintenance Firm ("O&M Firm") shall be evaluated. Materials provided by the offeror shall demonstrate the O&M Firm's performance and ability to meet all SFO requirements, including those in Sections 4 through 8, and those requirements stated in the Design Guidelines.

Past performance shall be considered for up to three (3) appropriate projects being at least 200,000 rentable square feet each in the past three years, plus at least 50,000 rentable square feet of 24 x 7 mission critical space. The responses from references for each project will be evaluated based on the results of discussions between the Government or its contractors and the references provided.

The list of references shall include the following information:

- I. Firm name;
- II. Point of contact;
- III. Point of contact's position;
- IV. Referenced project name;
- V. Address of referenced firm;
- VI. Telephone & facsimile numbers; and
- VII. E-mail (if available).

Project descriptions shall include significant O&M features that presented unique challenges and the estimated dollar value of the contract including:

- The services in the contract
- * Identification of subcontracted services with estimated annual cost of each such service
- The type of each contract (e.g., cost reimbursable, incentive fee, time and material, fixed price)
- * The date of each contract start and each term

Subfactor (ii). Operations and Maintenance Plan:

The proposed Operations & Maintenance Plan ("O&M Plan") shall indicate the ability to meet all SFO requirements, including those in Sections 4 through 8, and those requirements stated in the Design Guidelines. The evaluators will evaluate Plans against the operations and maintenance of best-in-class, comparable buildings in the Washington, DC area. The evaluators will also evaluate the offeror's proposed reserves and capital plan for the building for the initial 13-year lease term and any renewal options. Based on the proposed O&M Plan, offerors who provide the Government with the best level of service will be preferred."

3.0 MISCELLANEOUS

3.1 SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form. The two clauses from GSA Form 3517, General Clauses, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters, unless such authority is delegated to the Tenant Agency.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

3.2 ALTERNATE PROPOSALS – PHASE II

- A. This SFO may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:
 1. Development Budget:
 - a. As required in the How to Offer paragraph in the SUMMARY section of this SFO, a complete development budget shall be provided with significant detail to evaluate the value included in the rent, and
 - b. A rental rate, which includes all components of the development budget.
 2. Itemized costs:
 - a. Lump sum payment (for example, security & A/V) not to be included in the rental rate, and
 - b. A rental rate, which includes the costs of these items.
 3. The Government requires an assignable, fixed price purchase option available for election at the end of the 23rd lease year. The Government shall give the Lessor 1 year prior written notice of the interest to purchase the building.
- B. The Offeror shall provide costs for all methods of evaluation on GSA Form 1364, Proposal to Lease Space, in order to be considered for award. GSA may elect the option(s) it deems most favorable.

3.3 TAX ADJUSTMENT (SEP 2000)

- A. Real estate taxes, as referred to in this paragraph, are only those taxes, which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.
- B. Base year taxes as referred to in this paragraph are an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**
- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
 2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction; the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.
- F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is 100% percent based upon an occupancy of _____ rentable square feet in a building of _____ rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas(s) occupied under this lease are _____.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the

documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.4 OPERATING COSTS (VARIATION)

- A. With respect to the first fiscal year for the Government paying escalations, or fraction thereof, and any fiscal year or fraction thereof thereafter, the Government shall pay to Landlord, as additional rent, its proportionate share of Operating Cost Escalation (as defined below), if any, on or before the thirtieth day following receipt by tenant of Landlord's Operating Cost Statement (as defined below). Within one-hundred eighty (180) days after the end of each Fiscal Year ending during the Term and after Lease termination, Landlord shall render a statement ("Landlord's Operating Cost Statement") in reasonable detail and according to usual accounting practices, certified by Landlord, and showing for the preceding Fiscal Year or fraction thereof, as the case may be, Landlord's operating costs ("Operating Costs"), which shall exclude the following:
1. Costs of decorating, redecorating, special cleaning or other services not provided on a regular basis to tenants of the building;
 2. Wages, salaries, fees and fringe benefits paid to executive personnel, officers or partners of the Landlord;
 3. Any charge for depreciation of the building or equipment and any interest or other financing charge;
 4. Any charge for Landlord's income taxes, excess profit taxes, franchise taxes, or similar taxes on Landlord's business;
 5. All costs relating to activities for the Solicitation and execution of leases of space in the building;
 6. All costs and expenses of operating the garage space and commercial space in the building, including real estate taxes;
 7. All costs for which tenant or any other tenant in the building is being charged other than pursuant to the operating expenses clauses;
 8. ~~The cost of any electric and gas current furnished to the premises;~~
 9. The cost of correcting defects in the construction of the building or in the building equipment, except that conditions (non occasioned by construction defects) resulting from ordinary wear and tear will not be deemed defects for the purpose of this category;
 10. The cost of any repair made by the Landlord because of the total or partial destruction of the building or the condemnation of a portion of the building;
 11. Any increase in insurance premium to the extent that any such increase is caused or attributable to the use, occupancy or act of another tenant;
 12. The cost of any items for which the Landlord is reimbursed by insurance or otherwise compensated by parties other than tenants of the building pursuant to clauses similar to this paragraph;
 13. The cost of any additions or capital improvements to the building subsequent to the date of original construction;
 14. The cost of any repairs, alterations, additions, changes, replacements and other items which under generally accepted accounting principles are properly classified as capital expenditures to the extent they upgrade or improve the building as opposed to replace existing items which have worn out;
 15. Any operating expenses representing an amount paid to a related corporation, entity, or person which is in excess of the amount which would be paid in the absence of such relationship;
 16. The cost of tools and equipment used initially in the construction, operation, repair and maintenance of the building;
 17. The cost of any work or service performed for or facilities furnished to any tenant of the building to a greater extent or in a manner more favorable to such tenant than that performed for or furnished to tenant;
 18. The cost of alterations of space in the building leased to other tenants;
 19. The cost of overtime or other expense to the Landlord in curing its defaults or performing work expressly provided in this lease to be borne at Landlord's expense;
 20. Capital improvements or expenditures incurred to reduce operating expenses shall be included in operating expenses to the lesser of the annual amortized amount of said improvements or expenditures (over the useful life of the improvement or item) or the actual savings;
 21. Ground rent or similar payments to a ground Lessor; and
 22. The cost of removal, abatement, or treatment of asbestos or any other hazardous substance or gas.

23. All rebates, volume discounts and recoveries from other tenants shall be netted against Operating Expenses. If the building is less than ninety-five percent (95%) occupied at any time (including, without limitations, during the Base Year), the Operating Expenses during such time shall be adjusted to reflect what the Operating Expenses would have been if the building had been at least ninety-five percent (95%) occupied during the whole year in question.

B. But may include, with limitation:

1. Costs associated with cleaning, janitorial and/or char services, including salaries, supplies and any contract services;
2. Salaries and Benefits associated with the normal operation of the building(s);
3. Utilities including electric, gas, water and sewer, and the electric and gas costs for the mission critical spaces shall be identified separately as they are paid separately by the Government;
4. All expenses associated with normal Repair and Maintenance (R&M), including HVAC/under floor air distribution maintenance and repair, R&M supplies, elevator maintenance contracts, pest control, and UPS and emergency generator preventive maintenance and repair; and
5. Costs associated with grounds maintenance, including security system monitoring, grounds supplies, landscaping contracts, and snow removal.

C. Operating Cost Escalation shall be equal to the product of (a) Operating Costs as indicated in Landlord's Operating Cost Statement, less Operating Costs for the Base Year, multiplied by (b) a fraction (proportionate share), the numerator of which shall be the BOMA Rentable Floor Area of the Government's Space and the denominator of which shall be the Total Rentable Floor Area of the building(s).

D. The Government shall have the right to notify the Landlord within six (6) months after receipt of the Operating Cost statement that it disputes the correctness of the statement. The Government shall have the right to request a review or audit of the Landlord's books and records with respect to the Landlord's Operating Costs for the applicable calendar year or years during the term of the lease. The Landlord shall make these documents available to the tenant for inspection or auditing during normal business hours at the offices of the property manager. The Government should complete its review/audit within 6 months of providing notification. If the resolution of any dispute as to the Landlord's Operating Cost statement is resolved in the Government's favor, the Landlord shall within thirty (30) days credit to the Government (as hereinabove provided) the amount of the Government's overpayment in one lump sum. If it is finally established by agreement or final order of a court of competent jurisdiction that the Landlord's Statement which is the subject of the foregoing audit overstated Landlord's Operating Costs for the calendar year in question by more than two percent (2%), the Landlord shall pay interest on the amount overpaid by the Government at a rate equal to the average prime commercial rate from time to time published in the *Wall Street Journal* and in such event, the Landlord shall also reimburse tenant for the reasonable costs paid by tenant to third party accountants for the performance of such audit.

E. The offer must clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, it should be specified on the Form 1364, Proposal to Lease Space, contained elsewhere in this Solicitation.

F. If the Government exercises an option to extend the lease term, the option price will be based on the adjustment during the original term. Annual operating expense adjustments shall continue. To the extent the Government chooses, at one or more times, to become directly responsible for an Operating Cost, there shall be a corresponding downward adjustment in the operation costs base and, as a result, in the annual rent.

G. The Government reserves the right to request the Lessor to provide maintenance/service agreements for Government provided equipment at any time during the lease term.

3.5 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be based on the operating cost of the first full year that the Government maintains full occupancy of the said premises, which is established to be \$_____.

3.6 RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone/LAN closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts and conduits.

3.7 ANSI/BOMA OFFICE AREA SQUARE FEET (NCR VARIATION (AUG 2002))

A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of

building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present. For purposes of this solicitation, floor common area, including rest rooms, janitor's closets, telephone/LAN and electrical closets, mechanical rooms, elevator lobbies, and public or fire safety egress corridors are not included.

3.8 COMMON AREA FACTOR (SEP 2000)

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

3.9 APPURTENANT AREAS

The right to use appurtenant areas and facilities includes but is not limited to entrance lobbies, elevator lobbies, building support areas (including mechanical, electrical, and telephone/LAN spaces), the exterior of the building, roadways and the land. The Government reserves the right to post Government rules and regulations, or any other documents deemed appropriate in the sole discretion of the Government where the Government leases space inclusive of the entire building and land.

3.10 LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of \$7,945 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. These damages will be in the form of a rent credit assessed beginning with the first monthly rent payment due the Lessor until all damages are recovered. This remedy is not exclusive and is in addition to any other remedies, which may be available under this lease or at law.

3.11 VENDING FACILITIES (SEP 2000)

A. Approximately 1500 square feet of the ANSI/BOMA Office Area space in the "Amount and Type of Space" paragraph of the SUMMARY section of this SFO may be used for the operation of a vending facility (ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis, a rental increase or using the Tenant Improvement Allowance.

B. The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist.

3.12 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.

B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior written notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated. The adjustment to the rent shall be effective 30 calendar days after notice, and this adjustment in the rent shall be calculated into the annual adjustment in Operating Costs.

C. The Adjustment for Vacant shall be _____ per ANSI/BOMA Usable square foot.

3.13 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)

A. AT THE TIME OF SUBMISSION OF PHASE II OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
2. Developer's completion guarantee, including the general contractor's bond for the construction and other necessary documents for acceptance of the completion guarantee.
3. Evidence of a written commitment to exercise the Option Agreement for the site.
4. Offerors shall be required to sign an indemnity agreement for site visits and site inspections in order to protect the site owner from liability from such visits/inspections.

B. AFTER AWARD:

The successful Offeror/Lessor shall provide to the Contracting Officer evidence of:

1. Within 20 working days after lease award, a firm commitment of funds in an amount sufficient to perform the work.
2. Within 20 working days after lease award, award of a contract with the identified architectural and engineering team.
3. Within 3 weeks of receipt of Government's Notice to Proceed, award of a construction contract with a firm completion date.

4. Within 75 calendar days of Government's approval of working-construction drawings, issuance of a building permit covering construction of the tenant improvements.

3.14 CONSTRUCTION SCHEDULE

- A. Within 14 days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this SFO. The finalized schedule shall be submitted no later than 21 days after award.
- B. The schedule shall address the phases and milestones in Attachment #3 "Design and Construction Schedule."

3.15 CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS (SEP 2000)

- A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into seven tasks. These are: 1) the Lessor's generation of the base building design including Government's review and comment periods; 2) the Lessor's receipt of base building permits; 3) the Lessor's generation of tenant improvement design drawings – including blocking and stacking plans, space plans, design intent drawings, and construction documents; 4) the Lessor's receipt of tenant improvement permits; 5) site plan and permits; 6) Construction; and, 7) Occupancy. Each of these tasks is detailed below. Attachment Number 3 "Design and Construction Schedule" shall be used to create the construction schedule. Attachment Number 3 includes the Government's required timeframes, in the shaded areas, for reviews and comment periods throughout the design phases. In addition, suggested times are included for the Lessor's design times, but these may be altered depending on the Lessor's ability to deliver the development project. References to "approval" shall mean such approval granted by the Contracting Officer. During the construction schedule, the Government will require regularly scheduled progress meetings and require that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

This same process of design and construction delivery shall apply during the lease term for tenant alterations as well.

B. BASE BUILDING DESIGN DRAWINGS:

After award, the Lessor will commence the Design Excellence review process for the base building. Three (3) preliminary design concepts, based on the selected drawings shall be developed for the Government's team of reviewers. The Government's review team will select one (1) preliminary design concept and the Lessor will further develop those drawings. After preliminary design approval by the Government's review team, the Lessor shall continue through schematic design, design development, and construction documents, including Government review and comment periods at each step. The Government reserves the right to provide significant input into the base building design. The Lessor shall be responsible for budget estimates throughout the base building design process and keeping the Contracting Officer and the Government review team informed of the budget so that all parties are aware of any development budget impacts. In addition, any covenants, conditions or restrictions of the office park shall be coordinated with the base building design.

C. BASE BUILDING PERMITS:

The Lessor shall be responsible for all permits and approvals required by the local, state, and federal jurisdictions as applicable for this development project. Construction may be phased, as the Lessor deems appropriate and as approved by the Government.

D. TENANT IMPROVEMENT DESIGN DRAWINGS:

The Lessor shall be responsible for coordinating all of the stages of tenant improvement design drawings as detailed in Attachment Number 3 "Design and Construction Schedule." Drawings may be phased, as the Lessor deems appropriate and as approved by the Government. The Design Guidelines shall be used by the Lessor to develop each phase of the drawings. Where conflicts or recommendations for improvements exist, the Lessor shall notify the Government in writing with information and recommended solutions so that the Government may review and make a selection. The Lessor shall be responsible for ensuring that the Government has updated drawings throughout the design, construction and occupancy phases of the project at least every quarter.

1. Blocking and Stacking Plans. The Lessor shall prepare and provide to the Government, for the Government's approval, a blocking and stacking plan defining each subgroup of the Tenant, as provided in the Design Guidelines, and how the Tenant is proposed to fit in the offered space.

2. Space Plans. The Lessor shall prepare and provide to the Government, for the Government's approval, space plans, as provided in the Design Guidelines, providing schematic layouts of the leased space based on the approved blocking and stacking plans. The Government's reviews and approvals shall be coordinated as defined in Attachment Number 3 "Design and Construction Schedule."

3. Design Intent Drawings. The Lessor shall prepare at the Government's expense (either lump-sum or from the Tenant Improvement Allowance), and provide to the Government, for the Government's review and approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government's demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC/under floor air distribution loads; and 3) all finish/color/signage selections. Drawings shall be completed consistent with the agreed upon design

and construction schedule.

4. **Construction Drawings.** The Lessor shall prepare, out of the Tenant Improvement Allowance, final construction drawings & specifications for the improvements illustrated on the Government-approved design intent drawings. The construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Specifications shall be provided as separate documents. The resulting product shall reflect requirements, which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's construction drawings shall be coordinated with Government review and approval as identified in Attachment Number 3 "Design and Construction Schedule." Construction drawings shall clearly identify the work to be done by the Lessor or others. The Government will also require at the time of submission of construction drawings that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government, which are beyond the scope of the original SFO and its attachments. Any work shown on the construction drawings, which is building shell, shall be clearly identified as such.

5. **Government Review.** The Government retains the right to review and request modifications (if necessary) to the Lessor's drawings at each step consistent with Attachment Number 3 "Design and Construction Schedule" and prior to the Lessor's commencement of the next phase of drawings. Should the Government require that modifications be made to the Lessor's drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall cure all noted defects before returning the drawings to the Government for a subsequent review. Upon the Government's final review of the drawings at the end of each step of the drawings process, a notice shall be transmitted to the Lessor, and the Lessor shall commence the next phase of drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. Delay of receipt of such proposal shall result in a Lessor delay. Notwithstanding the Government's review of the construction drawings, the Lessor is solely responsible and liable for the technical accuracy of the construction drawings in meeting all requirements and provisions of the lease and the Government-approved design intent drawings.

E. TENANT IMPROVEMENT PERMITS:

The Lessor shall be responsible for all permits required by the local, state, and federal jurisdictions as applicable for this development project. Construction may be phased, as the Lessor deems appropriate and as approved by the Government.

F. SITE PLANS AND PERMITS:

The Lessor shall be responsible for all permits and approvals required by the local, state, and federal jurisdictions as applicable for this development project. Construction may be phased, as the Lessor deems appropriate and as approved by the Government.

G. CONSTRUCTION:

When the Government has reviewed final tenant improvement drawings, the Lessor shall follow the Bidding Process as defined below. This process shall also be followed for any base building modifications where the Government will be making some payment. At the Government's sole discretion, the Lessor shall:

1. Provide cost and pricing data in conjunction with the tenant alterations as specified by the Government in Form 3517 per the terms and conditions noted therein or,
2. Provide a price based upon the results of a competitive bid proposal process as follows:
 - (a) The scope of work includes the lease (including the SFO and all SFO attachments), the construction drawings/documents as prepared by the Lessor, and written specifications. **In cases of discrepancies, the lease shall govern over any other documents.** All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
 - (b) No building shell items shall be included in the competitive proposal.
 - (c) A minimum of three qualified contractors must be invited to participate in the competitive proposal process. Each participant must compete independently in the process.
 - (d) Each submitted proposal must be reviewed by the Government. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the offeror is qualified to perform the work.
 - (e) The Government may elect to be represented at all negotiation sessions between the Lessor and potential contractors.
 - (f) The Lessor must certify to the Government that best efforts have been made to obtain the most competitive prices possible, that the Lessor shall accept responsibility for all prices through direct contracts with all contractors, and that all performance specifications of the lease shall be met. A certification form, provided by the Government, shall accompany the final bid package.
 - (g) The Lessor shall complete the competition and the cost proposal process in 30 days or less from the date of issuance of completed construction documents. The Lessor shall accompany the bids with a recommendation for selection and with a summary in spreadsheet format comparing the bidders proposal and indicating the exceptions or variations proposed by the bidders.
 - (h) Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a Notice To Proceed (NTP) within 30 days for the subject work, provided the cost is within the Government's budget for subject work. The NTP may be a partial or a complete NTP, and/or in the event the Lessor's cost proposals for the tenant alteration work exceeds the Government's budget, the Government may elect to have the working drawings value

engineered by the Lessor's construction and design team to meet the Government's budget. The cost of these modifications shall be paid by the Government.

3. Construction of Tenant Improvements:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within the agreed upon time frame in the design and construction schedule. The Lessor shall furnish a detailed construction schedule (including the Critical Path Method) to the Government within 15 days of issuance of the Notice To Proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment without any rent charges or other fees. The Lessor must coordinate the Government's contractors' work during the appropriate times in the construction schedule. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project. The Lessor shall make all best efforts to support the efforts of Government officials and contractors.

H. OCCUPANCY:

The Government requires significant time for installation of Government furnishings and equipment. Because local jurisdiction for this project requires the installation of furniture and equipment for final certificate of occupancy, the Government will complete inspections for acceptance of the space upon substantial completion of the building. Space acceptance will occur in approximately eight (8) phases as agreed to during the design stages. Ten (10) working days prior to substantial completion, the Lessor shall issue written notice to the Government to schedule the inspection of the space. The Government shall have five (5) working days to commence final inspection and either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items. Space that is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government. Government has the right to prioritize delivery of certain mission-critical spaces.
2. Before the Government will accept the final phase, the Lessor shall provide to the Contracting Officer 1) evidence of the issuance of a building permit incorporating the construction of required improvements, 2) evidence of completion of all punch list items from previous phases' acceptance, unless specifically waived by the Contracting Officer, and 3) a copy of the Certificate of Occupancy for all previously accepted phases of the building.

Rent Commencement:

From the date of acceptance of a phase of the building, the Government will be granted two (2) weeks free of rent for the installation of furniture and equipment in that phase. This will allow the Lessor to coordinate final occupancy inspection with the local jurisdiction for that phase of the building. Furthermore, rent for each phase will commence after the two (2) week period regardless of whether the Government's furniture and equipment are installed or if the final inspection is completed by the local jurisdiction. Due to the phased acceptance of the space, the Lessor and the Government shall agree to an overall blended date for rent commencement consistent with the General Clauses, GSA Form 3517. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original schedule.

Lease Commencement:

The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the Government's acceptance of the space. Lease commencement shall be the same date as the agreed upon blended rent start date. In any case, the lease commencement date shall not be prior to the rent commencement date.

I. DELAYS:

Delays by the city or county in issuance of a building permit after Lessor has applied for a permit with all due diligence and delays by city or county inspectors in completing inspections necessary to issue the Certificate of Occupancy for the building will be considered excusable delay. Owner agrees to provide the Government a copy of the application for the permit. Delays caused by the failure of Lessor to receive long-lead items requested by the Government shall be considered excusable delay provided that the Lessor has ordered such items in a timely manner. Lessor, if requested by the Government, must provide necessary documentation related to purchase of long-lead items.

Should either the Government or the Lessor fail to discharge their responsibilities as defined herein within the time allocated under the agreed upon construction schedule, such shall constitute "delay". Delay caused by either party may be offset by the early completion of that party's other responsibilities within the schedule. The absolute value of the number of days of one party's delay minus the number of days of the remaining party's delay shall equal the total number of days of delay for a given stage of the schedule. Delay shall be attributable to the party having caused the greatest number of days of delay and shall be termed either "Government Delay" or "Lessor Delay" as appropriate.

If Government delay occurs, then the rent commencement date shall be the same number of days earlier than the acceptance date as the number of days of delay. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities (Base Cost of Services) of the vacant premises. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in the "Occupancy Date" paragraph of the SFO, unless otherwise agreed to by the Government. Each day of Lessor Delay will increase the amount of free rent after occupancy by the Government on a day for day basis as defined herein and per paragraph the "Default in Delivery" paragraph of the GSA Form 3517.

3.16 PROGRESS REPORTS (SEP 2000)

After start of construction, at the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of 30 days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; 4) general remarks on such items as material shortages, strikes, weather, etc.; and 5) a four-week forecast showing upcoming tasks and submittals. In addition, at the Government's sole discretion, a Construction Manager (from Lessor or if provided, the Government) shall conduct weekly meetings on the progress of design and construction of the building. Such meetings shall be held at a location to be designated by the Government twice per month.

3.17 CONSTRUCTION INSPECTIONS

- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information, which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

3.18 REQUIRED PROOF OF AUTHORITY (NCR VARIATION (AUG 2002))

As a condition of lease award, the Government will require one of the following forms of proof of signing authority before the Government executes the lease:

- A. General Partnership – Copy of Partnership Agreement
- B. Limited Partnership – Copy of Partnership Agreement or copy of current Certificate of Limited Partnership
- C. Corporation – Corporate Resolution certified by the Secretary of the Corporation or an Informal Action signed by the Board of Directors. The Resolution or Informal Action must approve the lease and indicate who has authority to sign for the corporation.
- D. Joint Venture – Copy of Joint Venture Agreement
- E. Company – Copy of formation document indicating who can bind the company

3.19 NOVATION AGREEMENT

- A. In the event of a transfer of ownership of the lease premises, or a change in the Lessor's legal name, the Lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).
- B. "Change-of-name agreement" means a legal instrument executed by the contractor and the Government that recognizes the legal change of name of the contractor without disturbing the original contractual rights and obligations of the parties.
- C. "Novation agreement" means a legal instrument executed by the:
 - 1. Contractor (transferor)
 - 2. Successor in interest (transferee)
 - 3. Government, by which, among other things, the transferor guarantees performance of the contract, the transferee assumes all obligations under the contract, and the Government recognizes the transfer of the contract and related assets.
- D. The Government generally executes a Novation Agreement when the leased property is sold or other interest in the property is legally transferred. A Novation Agreement provides that:
 - 1. The transferee assumes all the transferor's obligations under the contract.
 - 2. The transferor waives all rights under the contract against the Government
 - 3. The transferor guarantees performance of the contractor by the transferee
 - 4. Nothing in the agreement shall relieve the transferor or transferee from compliance with any federal law
- E. The Contracting Officer must be notified in writing of the proposed change-of-name or ownership prior to execution of any Novation Agreement. The Contracting Officer may request additional information (i.e., copy of the deed of trust, bill of sale, certificate of merger, contract, court decree, etc.) from the transferor or transferee to validate the proposed changes.
- F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities should be referenced specifically in the Novation Agreement.
- G. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The contract may be terminated for reasons of default, should the original contractor fail to perform.
- H. When executed on behalf of the Government, a Novation Agreement is made part of the lease via Supplemental Lease Agreement.

3.20 CREDITS DUE THE GOVERNMENT

Any monies due the Government shall be remitted to the Government in a manner solely determined by the Government.

3.21 CCR REGISTRATION/EFT PAYMENT

As a condition of the lease, the Lessor is required to:

- A. Register with Central Contractor Registration (CCR) at www.ccr.gov/
- B. Have rental and other payments deposited directly to the Lessor's designated financial institution via EFT.

3.22 EXAMINATION OF RECORDS

The Lessor agrees that the Administrator of General Services, or any duly authorized representative shall, until the expiration of three (3) years after the final payment under this lease, or of the time periods for the particular records specified in subpart 4.7 of the Federal Acquisition Regulations (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Lessor involving transactions related to this lease or compliance with any clauses hereunder. The Lessor further agrees to include in all its subcontractors hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services, or any duly authorized representative shall, until the expiration of three (3) years after the final payment under the subcontract, or of the time periods for the particular records specified in subpart 4.7 of the Federal Acquisition Regulations (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses hereunder. The term "subcontract" as used in this Section excludes (i) purchase orders not exceeding \$100,000 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

3.23 FINANCING REQUIREMENTS

- A. The Lessor shall conduct its financing activities in a manner that is fully disclosed to the Government in advance of the Lessor closing on all project financing. As a part of Phase II technical requirements, the Lessor shall provide its plan for the financing, including a detailed project budget, pre-financing budget, projected pre-financing equity draw schedule with pro forma pre-financing equity requirements, and overall project draw schedule. Promptly following lease award and continuing throughout the development project, the Lessor shall provide the Government with a monthly update of actual (and schedule for future) pre-financing and overall project draws and expenditures, and such additional information pertaining to the financing as the Government may reasonably request from time to time.
- B. The Lessor agrees to permit observation, review and comment by the Government on the development and implementation of, and/or revisions to, the project financing. The foregoing shall include, but not be limited to, advance review of financing and investment banking evaluations, options, presentations, proposals and submission requirements, Lessor's hedging strategy, analyses, pro formas, marketing materials, disclosure statements, debt pricing, costs and fees paid to third-parties and/or affiliates, observing the establishment of a guaranteed maximum price (if applicable), and participation in meetings to confirm to the Government's reasonable satisfaction that the project conditions are met, and that the financing for the project is fulfilled in the most efficient and cost effective manner consistent with maximizing the value of the facility.
- C. Lessor and the Government agree that the Government shall have a right to receive the sum (the "Government's Financing Savings Share") of _____ percent of the savings (if any) in the project financing plus _____ percent of any other identified project savings.
- D. All terms and conditions of the construction and permanent debt and equity financing plan for the Project (the "Financing"), including, but not limited to, the selection of capital providers and investment bankers, interest rate hedging activities, as well as any timing of the placement, closing and funding of loans or bonds, shall be as the Lessor determines are commercially prudent and desirable for the Lessor, provided that such determinations are not inconsistent with this Lease (including, but not limited to, the other provisions of this Section), are consistent with reasonable and cost-efficient Financing techniques available in the marketplace, and maximize the Government's Financing Savings Share.
- A. Promptly following the closing on all project debt, the Lessor shall prepare and deliver to the Government a calculation of the Government's Financing Savings Share. Upon request, the Lessor shall provide detailed supporting documentation (including, but not limited to, underlying contract and other documentation), with regard to the Government's Financing Savings Share and each component thereof. The Government will have the right to direct the distribution and/or expenditure of the Government's Financing Savings Share including, but not limited to, the right to require the Lessor to deposit such amounts in a segregated interest bearing escrow account at a federally-insured financial institution to be used solely as may be determined by the Government, to increase the Tenant Improvement Allowance, and/or apply the same as a credit toward or reduction in the Rent. In addition, upon closing of all project debt, the Lessor shall identify to the Government, the Lessor's and any Lessor's successors, excess financing proceeds and disclose any activities relating to those proceeds.
- B. Adjustments. The Government's Financing Savings Share shall not be adjusted by reason of any events or circumstances arising or occurring after closing on the project debt. There shall be no adjustment to the negotiated lease payment, unless approved by the Contracting Officer, as a result of any Government Delay, Lessor Delay or Excusable Delay.
- C. No Partnership. Nothing in this Lease shall be deemed to create a partnership or joint venture between Lessor and the Government.
- D. Within 3 working days after debt and equity closings, the Lessor shall provide to the Government the following information:
 - (i) Evidence of debt and equity closings (including, but not limited to, a settlement statement and closing transcript).
 - (ii) Two original, fully executed memoranda of lease.
 - (iii) Two original, fully executed non-disturbance agreements.
 - (iv) Payment and performance bonds.
 - (v) Two original, fully executed escrow agreements and/or tri-party agreements regarding the Service Reserve Account.

- (vi) Two original, fully-executed escrow agreements establishing an escrow into which Lessor shall have deposited a fully executed general warranty deed for the escrow agent to hold, which escrow shall provide that in the event of a bankruptcy involving Lessor or other default by Lessor in complying with its obligations with respect to the Purchase Option, then, at the time such Purchase Option may be exercised in accordance with the Lease, the Government will have the right to tender the payment amount for the Purchase Option (determined in accordance with the terms of this Lease) to the escrow agent and receive the general warranty deed automatically and without any further action or requirement.
- E. The Lessor hereby agrees not to close on any of its debt financing prior to completion of 35% DIDs and execution of an initial guaranteed-maximum price contract for the Base Building work, and agrees not to close on any of its project debt prior to execution of final guaranteed-maximum price contract for the Base Building Work."

3.24 UNIT COSTS FOR ADJUSTMENT

At the time of construction bidding, the Lessor shall create a schedule of unit costs for common interior alteration items, as agreed to by the Government. The schedule of unit costs shall be used for any alterations completed in the first year of Government occupancy.

4.0 GENERAL ARCHITECTURE

4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (NCR VARIATION (AUG 2002))

The space offered shall be located in a state-of-the-art, mission critical office building, consistent with the requirements of the Design Guidelines, with a facade of stone, marble, brick, stainless steel, glass, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. The building is required to obtain a LEED Silver classification. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entranceway. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition. The face of the building's exterior shall not be less than 100 feet to the perimeter of the site, unless approved by the Contracting Officer.

4.2 CONSTRUCTION WASTE MANAGEMENT (SEP 2000)

- A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations, which will employ these materials, or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part. Recycling shall also comply with LEED requirements.
- B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
1. Ceiling grid and tile;
 2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 3. Duct work and HVAC/under floor air distribution equipment;
 4. Wiring and electrical equipment;
 5. Aluminum and/or steel doors and frames;
 6. Hardware;
 7. Drywall;
 8. Steel studs;
 9. Carpet, carpet backing, and carpet padding;
 10. Wood;
 11. Insulation;
 12. Cardboard packaging;
 13. Pallets;
 14. Windows and glazing materials;
 15. All miscellaneous metals (as in steel support frames for filing equipment); and
 16. All other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or land filled, quantity, date, and identification of hazardous wastes.
- G. As a reference, the following website provides information about processing construction waste (<http://cwm.gsa.gov/>). Be advised the Government does not endorse the mention of any company, product, policy or reference.

4.3 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for any product, however, more attention will be paid to the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, sealants, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may absorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of 7 days shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.
- G. Upon completion of all construction tasks and the final flush out period, new filters are to be installed at Lessor's cost and expense prior to space acceptance.

4.4 WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

4.5 BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease. On a biannual basis, the Lessor shall provide documentation certifying that all of the HVAC equipment and distribution systems including the under floor air distribution system has been re-balanced, and that all mechanical equipment is calibrated and working properly.

4.6 SPACE EFFICIENCY (SEP 2000)

The design of the space offered shall be conducive to efficient layout, flexibility, and good utilization as determined by the Government at its sole discretion.

4.7 CAD AS-BUILT FLOOR PLANS (NCR VARIATION (AUG 2002))

- A. Computer-Aided Design (CAD) and Adobe Acrobat files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer at Lessor's cost and the Government shall be entitled to a thirty (30) day inspection period within which to evaluate the quality of the plans. In the event it is determined within the thirty (30)-day inspection period that the plans are defective, the Lessor shall provide another set of plans to replace the defective set. Any additional plans will be at the cost of the Government. The plans shall have been generated by a CAD program, which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number and conform to "PBS Standards for CAD Deliverables" (OCT 2001) which are available by request or on the web at http://www.gsa.gov/attachments/GSA_POLICIES/extpol/CADdeliverables_6.pdf. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.
- B. The Lessor shall be responsible to maintain CAD and Adobe Acrobat as-built floor plans at the tenant's expense with each improvement project, which occurs in the Government's space during occupancy. At the time of each update, the Lessor will be responsible to validate all measurements and construction features of the space. In the event that the tenant has made buildout improvements to the space without the Lessor's knowledge or consent, the Government will be responsible for the fair and reasonable design fees to update the as-built drawings.

4.8 FLOORS AND FLOOR LOAD (SEP 2000)

The Government anticipates utilizing a raised floor system throughout the building to facilitate equipment, cabling, HVAC/under floor air distribution, etc. The Lessor shall prepare the floors, such that all adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 80 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 150 pounds per ANSI/BOMA Office Area square foot including moveable partitions. The Lessor may be required to provide a report showing the floor load capacity prepared by a registered professional engineer, at no cost to the Government. Calculations and structural drawings may also be required. Reference must be made to the floor loading requirements of the Design Guidelines and Paragraph 1.3 above.

4.9 EXITS AND ACCESS (SEP 1991)

Revolving doors shall be provided at the public entrance and exits. Vestibules should be considered wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

4.10 WINDOWS (NCR VARIATION (AUG 2002))

- A. Office space must have "new" and modern, or "refurbished," windows acceptable to the Contracting Officer in each exterior bay. All windows shall be weather-tight. Air infiltration in exterior glazing systems must be no greater than .20 cfm/linear foot of sash perimeter, per ASTM E 783, at a static pressure of 6.24 psf. Windows shall have a fixed sash.
- B. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.
- C. In Government occupied space, applications of shatter resistant material, acceptable to the Government, shall be applied to exterior windows based on the Building Security Assessment. The material shall be maintained according to installation specifications.

4.11 ACCESSIBILITY (SEP 2000)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with both the ADAAG (36 CFR Part 1191, App. A) and the UFAS (41 CFR Part 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

4.12 LANDSCAPING (SEP 2000)

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
 - 1. Employing practices, which avoid or minimize the need for fertilizers and pesticides;
 - 2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 - 3. Composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.
- D. Design Guidelines shall be consulted when developing the landscaping plan. The Contracting Officer shall approve the landscaping to be provided.

5.0 ARCHITECTURAL FINISHES

The Lessor is responsible for coordination of the requirements of this SFO and the requirements as delineated in the Design Guidelines. If conflicts arise, the Design Guidelines shall prevail. Often the SFO will address requirements of the office, administration, and related spaces, while the Design Guidelines will address the requirements of special and mission critical spaces.

5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the www.epa.gov/cpg/products.htm web site.
- B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer when the Lessor becomes aware of the inability to comply with the CPG and RMAN lists. The request for waiver shall be based on the following criteria:
1. The cost of the recommended product is unreasonable;
 2. Inadequate competition exists;
 3. Items are not available within a reasonable period of time; and
 4. Items do not meet the SFO's performance standards.

5.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)

- A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.
- B. Refer to EPA's environmentally preferable products web site, www.epa.gov/opptintr/epp. In general, environmentally preferable products and materials do one or more of the following:
1. Contain recycled material, are biobased, or have other positive environmental attributes;
 2. Minimize the consumption of resources, energy, or water;
 3. Prevent the creation of solid waste, air pollution, or water pollution; and
 4. Promote the use of non-toxic substances and avoid toxic materials or processes.

5.3 LAYOUT, FINISHES, AND COLORBOARDS (NCR VARIATION (AUG 2002))

- A. All building finishes shall be for first class, modern space.
- B. The Lessor's architect shall be responsible for preparing and providing to the Government color boards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, vinyl flooring, etc. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required color boards shall be provided within 7 working days of the request for such by the Contracting Officer. No substitutes may be made by the Lessor after the color board is selected.
- C. Samples of the building's common area finishes (elevator lobbies, common corridors, rest rooms, etc.) will be required by the Government as a component of the Lessor's offer. Additionally, Lessor is required to submit samples of all finishes to be used for the Government demised area on a coordinated finish board.

5.4 WOOD PRODUCTS (SEP 2000)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site (www.fscus.org) or the Certified Forest Products Council web site (www.certifiedwood.org).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.certifiedwood.org/Resources/CITES/CITESContent.html.
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

5.5 ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

5.6 INSULATION: THERMAL, ACOUSTIC, AND HVAC/UNDERFLOOR AIR DISTRIBUTION (SEP 2000)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to airflow shall be rated for that exposure and shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

5.7 CEILINGS (SEP 2000)

- A. Finished ceilings shall be at least 9 feet, 0 inches and no more than 12 feet, and 0 inches measured from floor to the lowest obstruction except in certain special and common spaces. Areas with raised flooring and/or high-density filing systems shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures, which impede traffic ways, shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components, which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
 - 1. *Restrooms.* Plaster or pointed and taped gypsum board.
 - 2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
 - 3. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

5.8 WALL COVERINGS (SEP 2000)

A. BUILDING SHELL:

1. Physical Requirements.

- a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.
- b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.

- 2. *Replacement.* All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours.

B. TENANT IMPROVEMENT INFORMATION:

- 1. In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.
- 2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy

by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

5.9 PAINTING (SEP 2000)

A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements. No lead based paint will be used in or around the building.
2. Public areas shall be painted at least every 3 years, and coordinated with the tenant to ensure minimum possible disruption.

B. TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area, which are designated by GSA for painting, shall be newly finished in colors acceptable to GSA.
2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.
4. If the Government desires cyclical repainting during the term of the lease, the cost will be borne by the Tenant Agency.

5.10 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward or shall be revolving. Hinges, pivots, and pins shall be installed in a manner, which prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

5.11 DOORS: SUITE ENTRY (SEP 2000)

A. BUILDING SHELL AND TENANT IMPROVEMENT INFORMATION:

Two sets of glass suite entry doors per floor shall be provided as a part of the Building Shell. Additional suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense. All suite entry doors shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, finished with a semi-gloss oil based paint finish.

5.12 DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.13 DOORS: HARDWARE (SEP 2000)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors. All repairs to improperly operating doors and locking hardware shall be complete within 48 hours of the Government's notice to the Property Management Staff with copy to the Lessor.

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

5.14 **DOORS: IDENTIFICATION (SEP 2000)**

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

5.15 **PARTITIONS: GENERAL (SEP 2000)**

A. BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

5.16 **PARTITIONS: PERMANENT (SEP 2000)**

A. BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

5.17 **PARTITIONS: SUBDIVIDING (SEP 2000)**

A. BUILDING SHELL:

Any demolition of existing improvements, which is necessary to satisfy the Government's layout, shall be done at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
2. HVAC air distribution systems including under floor systems shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.18 **FLOOR COVERING AND PERIMETERS (SEP 2000)**

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.

B. CARPET - REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture; or
 - c. Tears and tripping hazards are present. These repairs, due to safety concerns, shall be completed within 7 days written notice by the Government to the Property Management with copy to the Lessor.

2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

C. RESILIENT FLOORING – REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:
 - a. It has curls, upturned edges, or other noticeable variations in texture.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

D. TENANT IMPROVEMENT INFORMATION:

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.

E. INSTALLATION:

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

5.19 CARPET: BROADLOOM (SEP 2000)

- A. The Government shall select the type of carpet with the remaining finish selections. Any broadloom carpet to be newly installed shall meet the following specifications:
1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF, Talisman Mills, woolblend), soil-hiding nylon, or wool nylon blends or polyethylene terephthalate (PET) resin.
 2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
 3. *Carpet Pile Construction.* Carpet pile construction shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
 4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level-loop or textured-loop construction. Pile weight shall be a minimum weight of 32 ounces per square yard for level-cut/uncut construction.
 5. *Secondary Back.* The secondary back shall be jute or synthetic fiber for glue-down installation.
 6. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
 7. *Pile Height.* The maximum pile height shall be 1/2 inch (13 mm). Exposed edges of carpet shall be fastened to floor surfaces and shall have trim along the entire length of the exposed edge.

5.20 CARPET TILE (SEP 2000)

- A. The Government shall select the type of carpet with the remaining finish selections. Any carpet tile to be newly installed shall meet the following specifications:
1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin.
 2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
 3. *Carpet Pile Construction.* Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.
 4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.
 5. *Secondary Back.* The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.
 6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.

7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).
9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

5.21 ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35
4. *Testing.*
 - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.22 WINDOW COVERINGS (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. *Window Blinds.* All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.
2. *Draperies.* If draperies are required, the following minimum specifications shall apply:
 - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy-duty traverse rods. Traverse rods shall draw from either the center, right, or left side.
 - b. Construction. Any draperies to be newly installed, shall be made as follows:
 - i. fullness of 100 percent, including overlap, side hems, and necessary returns;
 - ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
 - iii. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
 - iv. three-fold pinch pleats;
 - v. safety stitched intermediate seams;
 - vi. matched patterns;
 - vii. tacked corners; and
 - viii. no raw edges or exposed seams.
 - c. Use of existing draperies must be approved by the Contracting Officer.

5.23 BUILDING DIRECTORY (SEP 2000)

A. BUILDING SHELL:

An electronic directory acceptable to the Contracting Officer, shall be provided and maintained by the Lessor in the building lobby in each elevator lobby listing tenants.

5.24 FLAG POLE (SEP 2000)

A. BUILDING SHELL:

Six (6) flagpoles shall be provided at Lessor's expense. The Lessor shall be responsible for lowering and raising the flags. The flagpoles shall be provided at locations to be approved by the Contracting Officer. The flags will be provided by the Government.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

The Lessor is responsible for coordination of the requirements of this SFO and the requirements as delineated in the Design Guidelines. If conflicts arise, the Design Guidelines shall prevail. Often the SFO will address requirements of the office, administration, and related spaces, while the Design Guidelines will address the requirements of special and mission critical spaces.

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, operate, and maintain all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

6.2 ENERGY COST SAVINGS (SEP 2000)

A. The Offeror shall whenever possible use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror shall whenever possible include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the www.epa.gov/energystar web site.

B. The Offeror is required to design and construct the building with equipment designed to achieve an ENERGY STAR label, however, the ENERGY STAR rating will not be required for the building.

C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the <http://www.eren.doe.gov/femp> web site, or call the FEMP Help Desk at 1-800-566-2877.

6.3 DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

6.4 TOILET ROOMS (SEP 2000)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

2. Each main toilet room shall contain the following equipment:

- a. A mirror above each lavatory and a full length mirror;
- b. A toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
- c. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
- d. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories, capable of accommodating trash during a 16-hour operation;
- e. A coin-operated sanitary napkin and tampon dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
- f. Ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
- g. A disposable toilet seat cover dispenser; and
- h. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of 50 percent men and 50 percent women.

2. Refer to the schedule separately for each sex:

NUMBER OF MEN*WOMEN			WATER CLOSETS	LAVATORIES
1	-	15	1	1
16	-	35	2	2
36	-	55	3	3
56	-	60	4	3
61	-	80	4	4
81	-	90	5	4
91	-	110	5	5
111	-	125	6	5
126	-	150	6	**
> 150			***	
* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.				
** Add one lavatory for each 45 additional employees over 125.				
*** Add one water closet for each 40 additional employees over 150.				

3. For new installations:

- Water closets shall not use more than 1.6 gallons per flush and be automatic flush type.
- Urinals shall not use more than 1.0 gallons per flush and be automatic flush type.
- Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.6 JANITOR CLOSETS (SEP 2000)

A. BUILDING SHELL:

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. The entrance to the Janitor Closet shall only be accessible from the main corridor on the floor.

6.7 HEATING AND AIR CONDITIONING

A. BUILDING SHELL:

- It is the Government's intent that all of the leased space be provided HVAC services through an under floor air distribution system to allow for user-controlled modulation. Systems shall be designed to consider the requirement for a LEED Silver performance rating and meet the requirements of redundancy and 24 x 7 operation as required in the Design Guidelines.
- Thermostats shall be set or the HVAC system shall be operated to maintain temperatures between 70°F and 74°F during the heating season and between 73°F and 77°F during the cooling season. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease. See Table on page VI-12 of the Design Guidelines.
- During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
- Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- Equipment Performance.* See the Design Guidelines for additional information. Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq. ft. to minus 1.5 W/sq. ft. from initial design requirements of the tenant.
- HVAC/under floor air distribution Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;

- b. No permanent diffusers are used;
 - c. The HVAC/under floor air distribution system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 - d. Following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
 8. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
 9. The Lessor shall conduct HVAC/under floor air distribution system balancing after any HVAC/under floor air distribution system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
 10. The building main lobby shall be on a separate heating and cooling system independent of the remainder of the building.

B. TENANT IMPROVEMENT INFORMATION:

1. *Zone Control.* Perimeter zones shall be no more than 800 square feet, corner zones shall be no more than 600 square feet, and interior zones shall be no more than 2500 square feet. Areas, which routinely have extended hours of operation, shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 1.5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

6.8 VENTILATION (NCR VARIATION (AUG 2002))

- A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. Where ASHRAE Standard 62 and local codes conflict, the more stringent shall apply. The Design Guidelines' requirements shall prevail where conflicts exist, making specific note to direct exhaust requirements.
- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
 1. An automatic air or water economizer cycle shall be provided to all air handling equipment, and
 2. The building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

6.9 VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.10 ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

6.11 ELECTRICAL: DISTRIBUTION (SEP 2000)

A. BUILDING SHELL:

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 35 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 35 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60-hertz electric service available.

2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC/under floor air distribution) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.
4. The building shall be operating using a web based BAC-net BMS system.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor at the expense of the Government in accordance with the construction drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall be minimized.

6.12 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

1. Sufficient space shall be provided in the building for the purposes of terminating telecommunications service. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The space shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. HVAC shall be provided 24 x 7 as required to maintain telecommunications specification.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
 - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
 - c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and
 - d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

B. TENANT IMPROVEMENT INFORMATION:

Telecommunications floor or wall outlets shall be provided as required. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

6.13 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

A. BUILDING SHELL:

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna (e) to the leased space shall be provided.
4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. TENANT IMPROVEMENT INFORMATION:

Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Government.

6.14 DATA DISTRIBUTION (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

6.15 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, voice, and electric junction boxes for the base feed connections to Government-provided systems furniture. If overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. The distribution wiring configuration will be determined after the systems furniture has been selected.
2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
4. PHASE 2 involves the Lessor's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

6.16 ADDITIONAL ELECTRICAL CONTROLS

Because the Government shall pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control for all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

6.17 ELEVATORS (SEP 2000)

- A. The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available 24 x 7. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. CODE:

Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/(ASME) A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet both the ADAAG and the UFAS requirements.

C. SAFETY SYSTEMS:

Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.

D. SPEED:

The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 30 seconds providing a corresponding average lobby wait time of 18 seconds.

E. INTERIOR FINISHES:

Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

6.18 **LIGHTING: INTERIOR AND PARKING (SEP 2000)**

A. BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:

- a. Deep-cell parabolic louver 2'-0" wide x 4'-0" long or 2'-0" wide x 2'-0" long (or building standard that meets or exceeds this standard) fluorescent lighting fixtures with energy-efficient lamps (T8 or better) and electronic ballasts for standard interior lighting. Such fixtures shall produce and maintain a uniform lighting level of 50 foot-candles at working surface height throughout the space, 20 foot-candles in corridors and 20 foot-candles in other non-working areas.
- b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have a minimum of 1 foot-candle of illumination overall with 5 foot-candles of illumination in doorway areas and 3 foot-candles in transition areas and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Exterior lighting and indoor parking shall be sufficient to accommodate security monitoring (i.e., closed circuit television camera). Indoor parking shall have a minimum of 5 foot-candles, with greater level of illumination of 10 foot-candles at intersections and 50 foot-candles at entries.
- c. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings. Additionally, the Lessor shall provide lighting with emergency power backup. Standard safety code requirements apply in all areas. Lighting shall provide for safe evacuation of the building in the case of natural disaster, power outage, or criminal/terrorist activity.
- d. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with both the ADAAG and the UFAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.
- e. Exterior lighting shall be designed and installed to minimize or eliminate light pollution.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL (NCR VARIATION (AUG 2002))

- A. Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies. A licensed engineer must be on duty during the Tenant's normal hours. In addition, there must be a property manager on duty during the same hours to handle building management issues. In addition, a daytime porter shall be on-site during normal hours. No unauthorized access shall be given to facilities that supply utilities to the Government leased space.
- B. At the Government's expense, the Lessor shall be responsible for preventive maintenance and repair of all special, Government specified, new or existing Government owned mechanical, electrical, and plumbing equipment (excluding computers, telephone systems, and other communication equipment) installed by the Lessor and as identified by the Government. The cost of the maintenance will be negotiated as an annual lump sum payment or an increase in base rent by adjusting the base operating expense and service and utility rate per square foot, either before or after award of the lease, once the scope of work has been identified. An adjustment to the option term base operating expenses and service and utility rate per square foot shall also be negotiated. The Lessor shall use a CMMS system for maintenance and repairs of the facility – particularly as the facility has 24 x 7 operation with mission critical functions.

7.2 NORMAL HOURS

The mission-critical facility portions of the facility, as defined the Design Guidelines pages VIII 4 – 6, will run 24 hours, 7 days a week. For the office areas, services, utilities, and maintenance shall be provided daily, extending 6 a.m. to 6 p.m. Mondays through Fridays except federal holidays.

7.3 EXTENDED OPERATING HOURS (SEP 2000)

- A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- B. If heating or cooling is required during extended operating hours, and the Government is not responsible for paying for utilities separate, the Government shall pay for utilities at the normal hours' rate. Such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government. Cost of repairs and maintenance to the systems shall be included in the rent as a part of the operating expenses for the building.
- C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.
- D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

7.4 UTILITIES: SEPARATE FROM RENTAL (SEP 2000)

- A. The lease requires that the Government pay for electric and gas utilities for the mission-critical (24 x 7 operation areas) separate from the lease. Standard office utilities shall be included in the fully serviced rent. The Government reserves the right to negotiate the cost of the utilities out of the fully serviced rent and pay for all utilities separate from rent. The Offeror shall obtain a statement from a registered professional engineer stating that all HVAC/under floor air distribution, plumbing, and other energy-intensive building systems can operate under the control conditions stated in this SFO. The statement shall also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, *Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings*, or more restrictive state/local codes.
- B. The Lessor shall provide separate meters for utilities to be paid for by the Government, in a location easily accessible to the utility companies. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements. Refer to the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.

7.5 BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC/under floor air distribution, plumbing, generator and UPS, which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease. A reputable building management company must handle day-to-day operations of the building.

7.6 JANITORIAL SERVICES (SEP 2000)

A. The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies. Cleaning shall be performed after tenant's normal working hours unless daytime cleaning is specified by the Government.

B. SELECTION OF CLEANING PRODUCTS:

All vacuums shall utilize hepa filters, which are replaced at least as frequently as required by the manufacturer. The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. Use products that are packaged ecologically;
2. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. Minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/enviro/clean-prod-catalog.html>.

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Sweep floors and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting). Vacuum carpets throughout the building.
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, windowsills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry-clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

7.7 SCHEDULE OF PERIODIC SERVICES (NCR VARIATION (AUG 2002))

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly. Such schedule shall be updated in writing to the Contracting Officer every two (2) years.

7.8 LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

7.9 FLAG DISPLAY

The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags shall be flown at half-staff.

7.10 SECURITY (NCR VARIATION (AUG 2002))

- A. During non-duty hours, the Lessor shall provide an electronic key card perimeter security system which covers all building entrances which shall be independently and centrally monitored electronically 24 hours a day. All costs associated with the card key system shall be the Government's expense.
- B. The Lessor shall, upon request of the Contracting Officer, deter loitering or disruptive acts in and around the space leased during duty hours.
- C. In cases of a building emergency, or where building security has been compromised/breached, the GSA Buildings Manager and the GSA Federal protective service must be notified immediately by the Lessor and/or the Lessor's agent.
- D. At the Government's expense, the Government retains the right to implement security requirements in accordance with the June 28, 1995, *Vulnerability Assessment of Federal Facilities* report of the U.S. Department of Justice and with the guidelines from the Interagency Security Committee.
- E. Since the Government's occupancy will be 100%, the Government shall control the lobby for security purposes and control all parking associated with the building. The Government shall determine, at its sole discretion, which may or may not park in any parking space on the site.

7.11 SECURITY: ADDITIONAL REQUIREMENTS

- A. The Government reserves the right to require the Lessor to submit completed fingerprint cards and personal history questionnaire for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.
- B. If required, the Contracting Officer shall furnish the Lessor with two (2) forms FD-258, fingerprint cards, and an SF-85-P, Questionnaire for Public Trust Positions, to be completed for each employee and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for the employee's assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor shall be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit two (2) of the Forms FD-258 and Forms 85-P for every employee covered by this paragraph on a five (5) year basis.

7.12 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- F. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, UPS etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.
- C. The Lessor shall conduct water testing at occupancy and during any repairs or renovations that effect the water system. In addition, the Lessor shall conduct water testing throughout the lease term, if the Government requests with due cause.

7.13 QUALIFICATIONS FOR PROPERTY MANAGEMENT STAFF

Because the Lessor is responsible for the total maintenance and repair of the leased premises, the qualifications of the Property Management staff are very important. The Government retains the right to approve any Property Management personnel change. The Lessor, and any successor(s) in interest, shall ensure the all Property Management staff meet or exceed the qualifications presented in Phase II of the lease competition. Qualifications shall be presented to the Government for approval prior to the staff (person) commencing the job.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1 OCCUPANCY PERMIT (SEP 2000)

The Lessor shall provide a valid occupancy permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, the Offeror shall consult the Contracting Officer to determine if other documentation may be needed.

8.2 FIRE AND LIFE SAFETY (SEP 2000)

- A. Offered space must meet or be upgraded to meet the applicable egress requirements in NFPA Standard No. 101, Life Safety Code, or equivalent prior to occupancy. The space must provide access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one exit stairway and "open air" exterior fire escapes shall not be counted as an approved exit.
- B. If offered space is 3 or more floors above the lowest level of fire department vehicle access, the Offeror must provide written confirmation that the building had a building wide fire alarm system in compliance with either the requirements of NFPA Standard No. 72 (current as of the date of this SFO) or the requirement of the local building and fire codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located
- C. If offered space is 6 stories or more above the lowest level of fire department access, additional fire and life safety requirements will apply."

8.3 SPRINKLER SYSTEM (SEP 2000)

- A. Below grade space to be occupied by Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association (NFPA) Standard No. 101, Life Safety Code, shall be protected by an automatic sprinkler system or an equivalent level of safety.
- B. Buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government is leasing 35,000 ANSI/BOMA Office Area Square Feet or more of space in the offered building, then the entire building shall be protected by an automatic sprinkler system or an equivalent level of safety. Buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leases less than 35,000 ANSI/BOMA Office Area Square Feet of space in the offered building, shall be protected by an automatic sprinkler system or an equivalent level of safety from the highest floor of government occupancy down to the lowest level in the building
- C. If an Offeror proposes to satisfy any requirement of the above sub-paragraphs by providing an equivalent level of safety, the Offeror shall submit, for Government review and approval, a fire protection engineering analysis, performed by a qualified fire protection engineer, demonstrating that an equivalent level of safety for the offered building exists. The Offeror shall contact the Contracting Officer for further information regarding Government review and approval of the "equivalent level of safety" analyses. Refer to 41 CFR Part 102-80 for guidance on conducting an equivalent level of safety analysis.
- D. Definitions:
 - (1) "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.
 - (2) "Automatic Sprinkler System" for fire protection purposes means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with NFPA Standard No. 13. The system is usually activated by heat from fire and discharges water over the fire area. The system includes a suitable water supply."

8.4 MANUAL FIRE ALARM SYSTEMS (SEP 2000)

- A. Fire alarm systems shall be provided in accordance with NFPA Standard No. 72. If the fire alarm system is over 25 years old, a new voice fire alarm system must be installed prior to Government acceptance and occupancy of the offered space per the latest building code and NFPA 72. If the fire alarm system is over 10 years old, a copy of all maintenance records for the past two years shall be submitted as part of SFO Attachment #4 to the offeror's proposal. The information shall be reviewed by the Government to determine whether a new fire alarm system will be required. If a new fire alarm system is required, the Offeror will be required to provide such system at its sole cost and expense prior to Government acceptance and occupancy of the offered space.
- B. The fire alarm system shall be maintained by the Lessor in accordance with NFPA Standard No. 72. The fire alarm system wiring and equipment must be electronically supervised and automatically notify the local fire department (NFPA Standard No. 72) or approved central station. Emergency power must be provided in accordance with NFPA Standards 70 and 72."

8.5 OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

8.6 ASBESTOS (SEP 2000)

The leased space shall be free of all asbestos-containing materials, including flooring and boiler or pipe insulation. In which case, an asbestos management program conforming to EPA guidance shall be implemented by the Lessor.

8.7 INDOOR AIR QUALITY (SEP 2000)

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO₂ - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC/under floor air distribution system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint. All investigations that detect levels of contaminants above OSHA parameters will be reported to the Contracting Officer immediately.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC/under floor air distribution systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

8.8 RADON IN AIR (SEP 2000)

- A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 picoCuries per liter (pCi/L), herein called "EPA's action concentration."
- B. INITIAL TESTING:
 1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
 2. *Testing sequence.* The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
 3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.
- C. CORRECTIVE ACTION PROGRAM:
 1. *Program Initiation and Procedures.*
 - a. If either the Government or the Lessor detects radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program, which reduces the concentration to below the EPA action level before Government occupancy.
 - b. If either the Government or the Lessor detects a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program, which reduces the concentration to below the EPA action level.
 - c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
 - d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation, which would affect the program or increase the radon concentration to or above the EPA action level.
 2. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.

3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

1. **Standard Test.** Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANSI/BOMA Office Area square feet. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. **Short Test.** Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

8.9 RADON IN WATER (SEP 2000)

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods, which reduce the radon levels to below this action level.

8.10 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

8.11 RECYCLING (SEP 2000)

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

8.12 OCCUPANT EMERGENCY PLANS (OEP)

Lessor and Government shall develop and coordinate Occupant Emergency Plans (OEP) for contingency plans based on threat levels. Cooperation will be required to develop an effective plan based on the Tenant in the space.

**SFO ATTACHMENT #1
FIRE PROTECTION & LIFE SAFETY EVALUATION**

The results of this survey shall be based on an actual walk-through of the subject premises and review of available construction documents. All building systems, associated with fire protection and/or life safety, shall be evaluated for conformance to the following codes, standards and/or criteria. Any deviance from the applicable criteria shall be identified and supported by corrective recommendation(s).

Fundamental code requirements are as follows:

- The offered building shall be evaluated for compliance with the most recent edition of The Building Officials & Code Administrators (BOCA) *National Building Code*; with the exception that chapter 10 of BOCA shall be replaced by the entire contents of the most recent edition of NFPA 101, *Life Safety Code*. All areas which do not meet the most recent editions of these criteria shall be identified as to the extent which they do comply.

Automatic sprinkler requirements are as follows:

- Where at least 35,000 square feet, any portion of which is on or above the 6th floor, is offered to the government for lease, the entire building must be provided with automatic sprinkler protection or an equivalent level of safety.
- All floors on which the Government occupies below grade space, regardless of the amount, must be sprinklered (including garage areas offered for lease by the Government).
- All hazardous areas, as defined by NFPA 101, *Life Safety Code*, shall be protected throughout by automatic sprinklers.
- Where acceptable to the local authority having jurisdiction, chained and locked sprinkler control valves are an acceptable alternative to electronic supervision.
- All buildings utilizing Central Sprinkler Company's Omega line of sprinkler heads shall be identified; including: model, location(s), # of heads, approximate age, etc.

Egress requirements are as follows:

- Scissor stairs are considered to be a single stair by GSA criteria.
- Exits must be remotely located by 1/2 of the maximum diagonal dimension of the building floor, or space; for non-sprinklered buildings. For completely sprinklered buildings in Maryland, the exits are required to be remotely located by 1/3 the maximum diagonal dimension (per NFPA 101). For completely sprinklered buildings in Washington, DC and Virginia, the exits are required to be remotely located by 1/4 the maximum diagonal dimension (per BOCA).

All of the following items must be provided with the building Fire Protection & Life Safety Evaluation before being acceptable for review by the GSA Fire Protection Engineering office:

- Completed SFO Attachment #4 with supplemental building information.
- Findings, recommended corrective action and section-specific code and/or criteria references. Reports for buildings in which no deficiencies are identified shall state such in an explicit statement located in the "findings & recommendations portion of the report. (Specific GSA criteria, noted above, does not require listing of a section.)
- "Statement of Fire Protection Engineer", with an affixed Professional Engineering stamp or seal, signed and dated by the fire protection engineer who conducted the survey and completed the report.
- "Offeror Statement of Correction" signed and dated by the offeror or designated representative.
- Initial of fire protection engineer and offeror, or designated representative, on each page of the completed SFO attachment #4 and its supplemental information.

This form (in Microsoft Word 6.0 format) can be obtained by bringing a 3-1/2" pre-formatted (IBM) diskette to:

**General Services Administration
Safety and Environment Branch (WPMOX)
National Capital Region, Room 2080
7th & D Streets, SW
Washington, DC 20407**



SFO ATTACHMENT #4 FIRE PROTECTION & LIFE SAFETY EVALUATION

The offeror represents and agrees, as part of its offer, that the proposed space/building is as described below and contains the identified features and devices. **THIS EVALUATION WILL BE MADE BY BOTH THE OFFEROR AND A REGISTERED FIRE PROTECTION ENGINEER. THE FIRE PROTECTION ENGINEER'S OFFICIAL STAMP (PROFESSIONAL LICENSE) MUST BE PLACED ON THE EVALUATION.** Should this form not provide sufficient space to respond adequately to any question, additional pages should be attached.

BUILDING NAME:	
BUILDING ADDRESS:	
HEIGHT and # of STORIES : (Model Building Code)	

PLEASE ANSWER "YES" OR "NO" TO THE FOLLOWING QUESTIONS:	YES	NO
The building electrical system appears to comply with the National Electrical Code in that there are no obvious deficiencies (e.g. temporary wiring, use of extension cords, deteriorated equipment, missing equipment, etc.). If potential problems are noted, describe on an attached sheet.		

THE FOLLOWING ITEMS ARE LOCATED IN THE SUBJECT BUILDING:		
Laboratories		
Firing Ranges		
Parking Garages (unsprinklered)		
Print Shops (unsprinklered)		

BUILDING EXITS HAVE THE FOLLOWING FEATURES:		
There are at least two exits from each floor (scissor stairs count as only one exit).		
Exits are remote in accordance with the requirements of NFPA 101..		
Travel distance to exits are in accordance with the requirements of NFPA 101.		
All exits discharge in accordance with the latest version of NFPA 101 or BOCA, National Building Code.		
Exit access is at least 44 inches wide.		
Dead ends and common paths of travel are in accordance with the latest version of NFPA 101.		

A FIRE ALARM IS REQUIRED FOR THIS OCCUPANCY TYPE BY NFPA 101 OR BOCA.		
A fire alarm system is provided in accordance with NFPA 72.		
Manual evacuation alarm sounds in building.		
Alarm is transmitted to a listed central station or local fire department.		
Battery back-up power is provided for the fire alarm system in accordance with NFPA 72.		

BUILDING NAME: _____

BUILDING ADDRESS: _____

DATE OF SURVEY: _____

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESSOR

[Signature]

FPE

GOVT

[Signature]

REV: 9/97

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PLEASE ANSWER "YES" OR "NO" TO THE FOLLOWING QUESTIONS:	YES	NO
THE BUILDING HAS THE FOLLOWING FIRE SUPPRESSION FEATURES:		
The building is fully sprinklered. Note: If the answer to this question is "no" please identify areas of partial sprinkler protection, if any, on an attached sheet. Note specifically if hazardous areas are sprinklered or not and whether below grade space that is occupied is sprinklered or not.		
Automatic sprinkler protection is provided throughout the occupied levels for space offered below grade.		
Central Sprinkler Company's Omega line of sprinklers are installed in the building (describe location(s), model(s), no. of sprinklers, date installed, etc. on additional sheet).		
A standpipe system is required for this occupancy type by the Model Building Code.		
A standpipe system is provided in the building in accordance with the Model Building Code.		
Portable fire extinguishers are present in adequate size, spacing and location; and have a current inspection certificate and maintenance contract in accordance with NFPA 10.		
EXIT HARDWARE AND DOORS HAVE THE FOLLOWING FEATURES:		
Exit doors swing in the direction of exit travel; where required by code.		
All fire doors are self-closing or automatic-closing; and self-latching.		
All fire doors are in proper working order.		
Exit doors require one action to open (e.g. no locks, locked during unoccupied periods only). Note: Special locking arrangements may be permitted if allowed under local jurisdiction.		
EXIT AND EMERGENCY LIGHTING SYSTEMS HAVE THE FOLLOWING FEATURES:		
Illuminated exit signs are provided in accordance with NFPA 101.		
Emergency lighting is provided along exit paths in accordance with NFPA 101.		
Emergency power is provided for emergency lights and exit signs.		
INTERIOR FINISHES HAVE THE FOLLOWING CHARACTERISTICS:		
Interior finish for ceilings, walls, and floors, are installed without obvious deficiencies (e.g. no cork board, no carpet on walls, no cellular plastic finishes, etc.). If potential problems are noted, describe on an attached sheet.		
ELEVATORS HAVE THE FOLLOWING FEATURES:		
Elevators have a current certificate of elevator inspection from the local jurisdiction.		
Elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location manned during normal working hours when the elevators are in service.		
Elevators are automatically recalled by smoke detectors located in elevator lobbies and machine rooms.		
Elevator recalls to an alternate level when activated by primary level smoke detector.		
Firemen's capture feature is provided.		
FOR SPACE OFFERED ON OR ABOVE THE 6TH FLOOR (GREATER THAN 75' ABOVE THE LOWEST LEVEL OF FIRE DEPARTMENT VEHICLE ACCESS):		
Automatic sprinkler protection is provided for all floors of the building where the government leases 35,000 square feet or more, in the building, in total. See the cover page.		

BUILDING NAME: _____

BUILDING ADDRESS: _____

DATE OF SURVEY: _____

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESSOR

[Signature]

FPE

GOVT

[Signature]

REV: 9/97

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GENERAL BUILDING INFORMATION

On an attached sheet, please respond to each of the following building features; as they apply to the offered building. Identify each response by a number corresponding to the items below. Respond "N/A" for items which are not applicable. Respond "None" for items which do not exist in the building.

1) # Stories above grade:	2) # Stories below grade:
3) Floors offered to government:	4) Height of highest offered floor above lowest level of fire department vehicle access (in feet):
5) Types of occupancies on each floor. Indicate all of other than business occupancy.	6) Approximate gross area of typical floor (identify atypical floors individually):
7) Describe construction type (fire resistive, unprotected non-combustible, ordinary, wood frame, heavy timber) & NFPA 220 classification for floors, walls, columns, and roof.	8) Describe fire-rated subdivision of building floors (including stairs, tenant separation, mechanical rooms, etc.)
9) Describe any smoke detectors with attention to the following: a) locations. b) appropriate type? c) control equipment location d) control equipment manufacturer. e) connection to building fire alarm system.	10) Describe any heat detectors with attention to the following: a) locations b) appropriate type? c) control equipment location d) control equipment manufacturer e) connection to building fire alarm
11) Describe any other fire detectors with attention to the following: a) locations. b) appropriate type? c) control equipment location. d) control equipment manufacturer. e) connection to building fire alarm system	12) Describe emergency lighting: a) type. b) location. c) secondary source(s) of power.
13) Describe exit signs: a) type. b) location. c) secondary source(s) of power.	14) Describe emergency generator: a) power source(s). b) capacity. c) location. d) connected building systems.
15) Describe the fire suppression system(s) with attention to the following: a) sprinkler-location(s). b) waterflow alarm(s)-type and location. c) control valves-type and typical location. d) valve tamper switches-type and adequacy. e) standpipe-riser size, location and number. f) location(s) and manufacturer/model of fixed CO ₂ , dry chemical, and/or clean-agent fire suppression systems. g) water supply-type, size, arrangement, etc. h) supply static pressure (psi). i) fire pump data: i. UL listed for fire pump service? ii. separate controller for jockey pump? iii. NFPA 20 compliant? iv. rated capacity (gpm). v. rated net pressure (psi). vi. primary power supply. vii. secondary power supply. viii. manufacturer j) compliance to testing & maintenance required by NFPA 25.	16) Describe the communications system with attention to the following: a) type of fire alarm system: i. hardwired, multiplex, analog, etc. ii. location. iii. manufacturer/model. iv. operating voltage. b) central station (company name). c) emergency telephone system. d) secondary power source. e) control panel information. f) manual station locations. g) type of alarm indicating appliances (visual and/or audible) and locations. h) notification system (entire building, floor above & below, etc.). i) type of devices that sound evacuation alarm (list all types). j) system interfaces with? (elevators, smoke control, electric door locks, HVAC, etc.). k) compliance to testing & maintenance required by NFPA 72. i.

17) Describe the building's means of egress (NFPA 101):

BUILDING NAME: _____

BUILDING ADDRESS: _____

DATE OF SURVEY: _____

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESSOR J FPE _____ GOVT Cb REV: 9/97 3 of 5

- a) number of exits per floor.
- b) points of discharge for each exit.
- c) capacity of each exit.
- d) occupant load per floor.
- e) remoteness of exits:
 - i. maximum diagonal dimension of typical floor (identify for others if different than that of typical floors).
 - ii. exit door separation.
 - iii. how is distance measured (straight line or along rated exit access corridor).
- f) exit access-width, fire resistance rating, arrangement.
- g) exit stair enclosure.
- h) exit discharge protection.
- i) exit dimensions - width, tread, riser.
- j) handrails (presence, stability, height above tread, graspability, etc.).
- k) dead ends.
- l) common paths of travel.
- m) vertical openings (open stairs, atriums, escalators, etc.).
- n) penetrations of exit enclosures not related to the function of the exit.
- o) exit stairway pressurization, if any.
- p)

BUILDING NAME: _____

BUILDING ADDRESS: _____

DATE OF SURVEY: _____

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESSOR h FPE _____ GOVT CS REV: 9/97

STATEMENT OF FIRE PROTECTION ENGINEER (FPE)

I hereby attest that I have performed a full inspection of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page in the space marked "FPE". My official stamp, professional license information, and signature are affixed below.

I HAVE INCLUDED FINDINGS, RECOMMENDED CORRECTIVE ACTION, AND MADE SPECIFIC REFERENCES TO THE APPLICABLE CODE SECTIONS AS AN ATTACHMENT TO THIS REPORT. SUCH FINDINGS SPECIFICALLY IDENTIFY INSTANCES WHERE THE BUILDING DOES NOT COMPLY WITH THE SPECIFIED CRITERIA, AND RECOMMENDATIONS HAVE BEEN MADE IN ORDER TO RECTIFY THE SITUATION AND ASSURE SUBSTANTIAL COMPLIANCE OF THE BUILDING TO ALL APPLICABLE CRITERIA.

(IF NO DEFICIENCIES WERE IDENTIFIED, DURING THE SURVEY, PLEASE EXPLICITLY STATE SO IN THE FINDINGS AND RECOMMENDATIONS PORTION OF THE REPORT)

Signature: _____ Date: _____

Printed Name: _____

Name of Firm: _____ Phone #: (____) _____

License Number: _____

Stamp Here: _____

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the offeror shall attach a sheet describing the exact nature of the deficiency, and the offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

NOTE: SURVEYS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA FIRE PROTECTION ENGINEERING OFFICE.

Signature: _____ Date: 4/20/05

Printed Name: James Lee

Title: President

Name of Firm: Maryland Enterprises, L.L.C.

BUILDING NAME: _____

BUILDING ADDRESS: _____

DATE OF SURVEY: _____

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESSOR

FPE

GOVT

REV: 9/97

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SFO ATTACHMENT #2
GENERAL SERVICES ADMINISTRATION
FACILITY INFORMATION SECURITY SURVEY

BUILDING INFORMATION

Name: _____

Address: _____

CONSTRUCTION DETAILS

Exterior façade:

- | | |
|--|---|
| * Reinforced Concrete (R/C) : _____ | * Brick: _____ |
| * Reinforced Concrete Masonry Units: _____ | * Modular construction / Metal Panel: _____ |
| * Terra Cotta Masonry Units: _____ | * Other : _____ |
| * Unreinforced Concrete Masonry Units: _____ | * Unknown: _____ |

Structural frame:

- | | |
|-------------------------------------|----------------------|
| * Wood: _____ | * R/C tilt-up: _____ |
| * Steel: _____ | * Other: _____ |
| * Reinforced Concrete (R/C) : _____ | * Unknown: _____ |

Roofing material:

- | | |
|------------------------------------|------------------|
| * Reinforced Concrete (R/C): _____ | * Other: _____ |
| * Metal Deck: _____ | * Unknown: _____ |
| * Wood: _____ | |

Façade thickness: _____

Exterior Building Dimensions (length X width): _____

WINDOWS

Typical size: _____

Thickness of panes: _____

Type of window frame: _____

Type of window frame anchorage: _____

If window anchorage is visible, enter the size of the screws/bolts and the number along one side of the window. If special anchorage is visible, enter a description.

Number of windows: _____

Type of glass:

- | | |
|-----------------------------|-----------------------------|
| * Annealed: _____ | * Thermally Tempered: _____ |
| * Heat Strengthened : _____ | * Other: _____ |
| | * Unknown: _____ |

Type of window configuration:

- | | |
|--|--|
| * Monolithic: _____
One pane thick. | * Laminated: _____
Two panes with polycarbonate layer in between. |
| * Insulated: _____
Two panes with air gap in between. | * Other: _____ |
| | * Unknown: _____ |

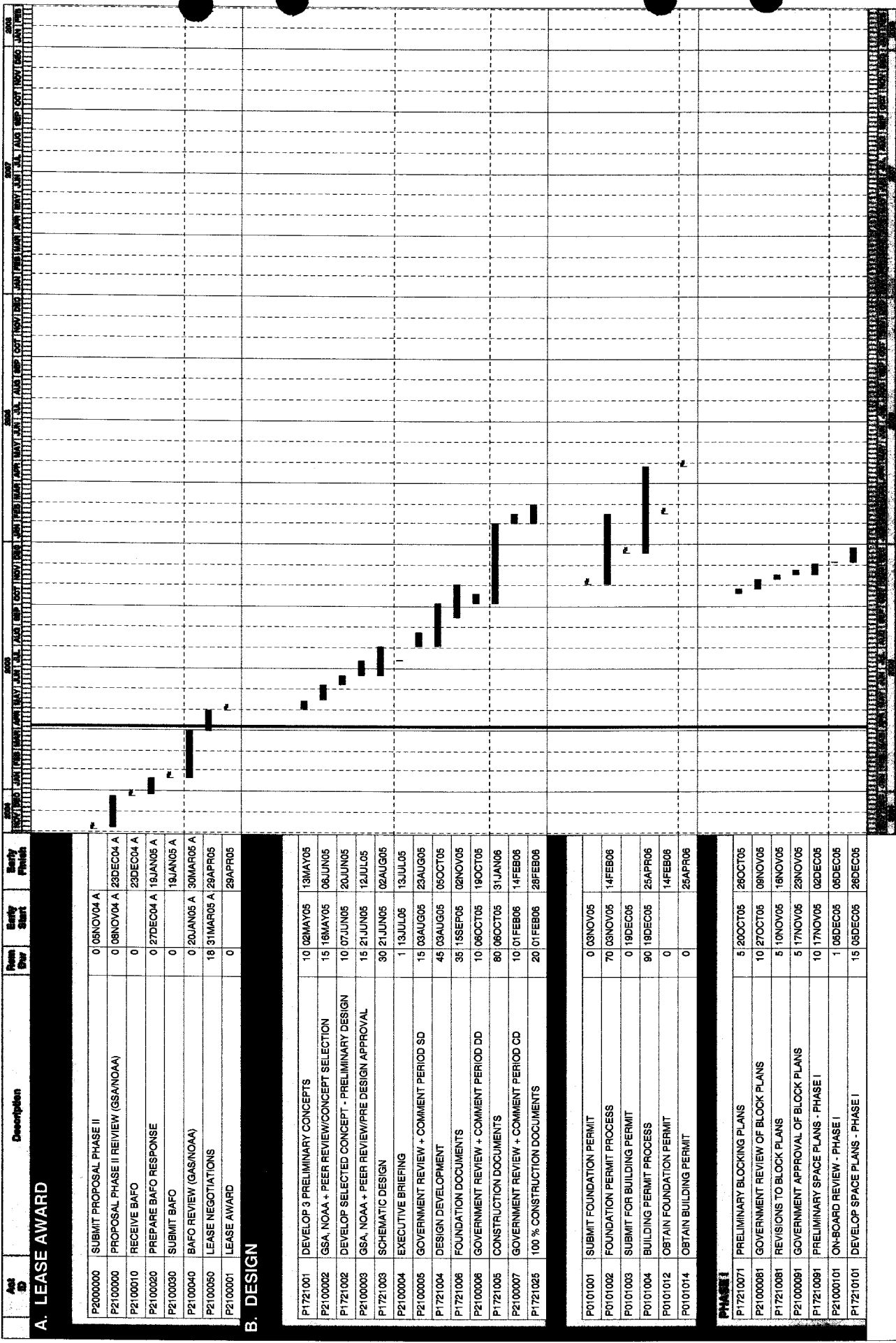
Security film thickness (if applicable): _____

How many years ago was the film installed: _____

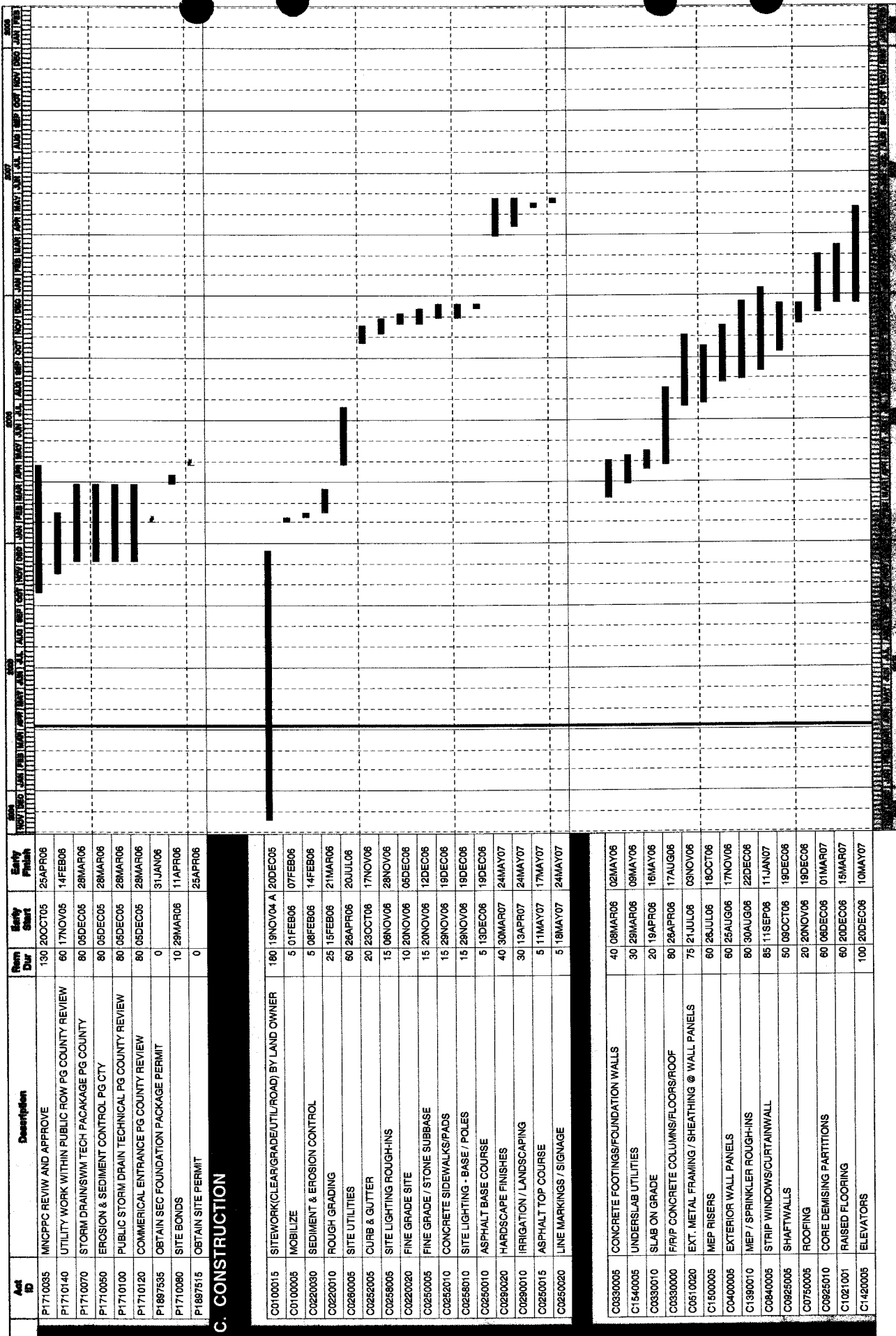
Type of curtains on windows: _____

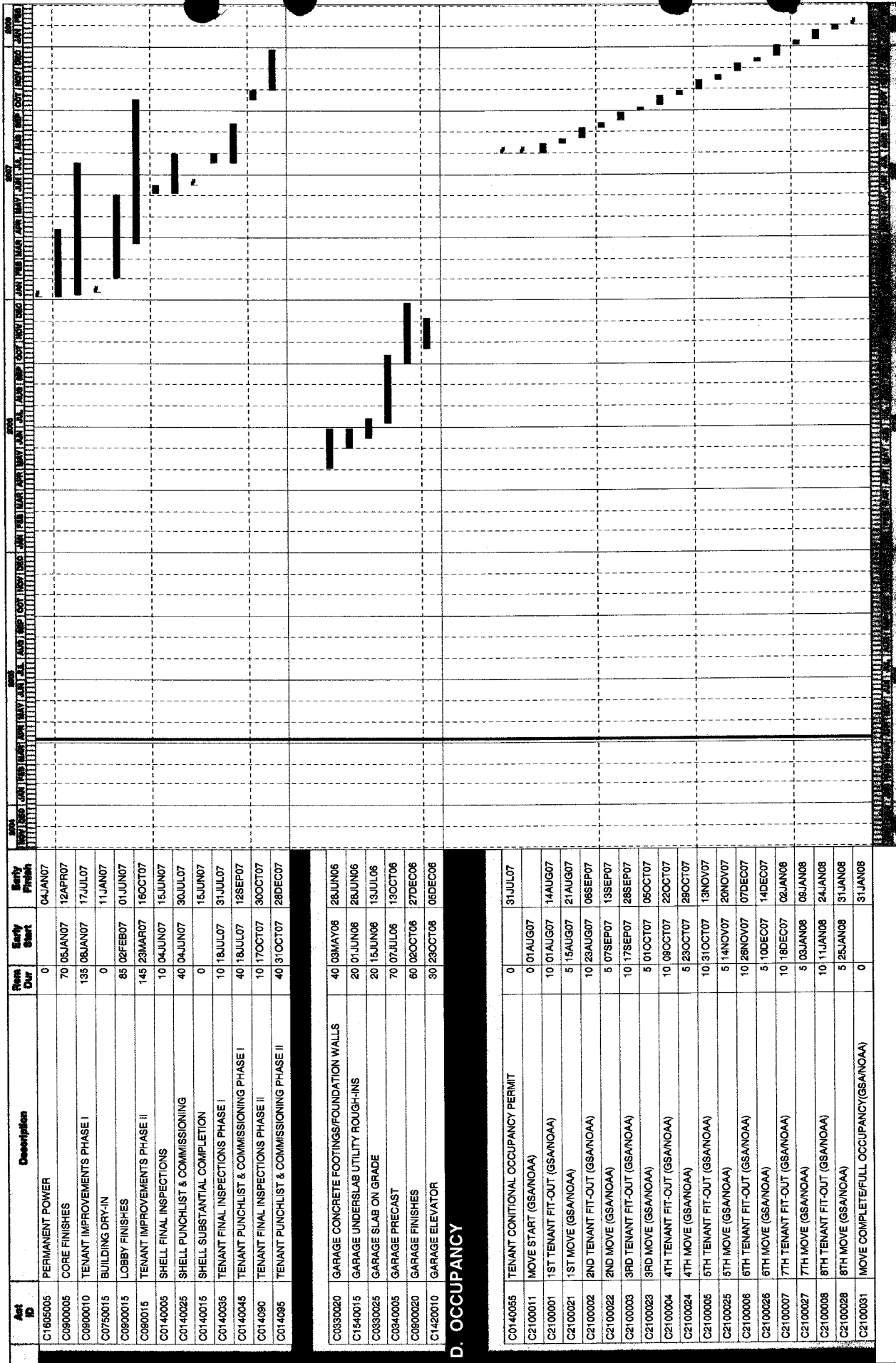
If windows have special curtains designed to slow or stop the flight of window fragments into the facility, enter the type of curtains.

Handwritten initials: JCS



CEH





(b) (5), (b) (7)(F)



FIRST FLOOR PLAN A201

1/60" = 1'-0" 05 APRIL 2005
74-14394

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

NOTE: ALL PLANS ARE SUBJECT TO FINAL DESIGN APPROVAL

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(b) (5), (b) (7)(F)



SECOND FLOOR PLAN A202

1/60" = 1'-0" 05 APRIL 2005

74-14394

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

NOTE: ALL PLANS ARE SUBJECT TO FINAL DESIGN APPROVAL

Handwritten signature/initials

(b) (5), (b) (7)(F)



THIRD FLOOR PLAN A203

1/60" = 1'-0"
05 APRIL 2005
74-14394

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

NOTE: ALL PLANS ARE SUBJECT TO FINAL DESIGN APPROVAL

Handwritten signature/initials.

(b) (5), (b) (7)(F)



SITE PLAN L101
1/120" = 1'-0" 05 APRIL 2005
74-14394

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

NOTE: ALL PLANS ARE SUBJECT TO FINAL DESIGN APPROVAL

hcs

(b) (5), (b) (7)(F)



FOURTH FLOOR PLAN A204
1/60" = 1'-0"
05 APRIL 2005
74-14394

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

NOTE: ALL PLANS ARE SUBJECT TO FINAL DESIGN APPROVAL

Handwritten signature/initials

(b) (5), (b) (7)(F)

h+k

FIFTH FLOOR PLAN A205

1/60" = 1'-0"
05 APRIL 2005
74-14394

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

NOTE: ALL PLANS ARE SUBJECT TO FINAL DESIGN APPROVAL

h+k

(b) (5), (b) (7)(F)

lokk

ROOF PLAN A206
1/60" = 1'-0"
05 APRIL 2005
74-14394

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

NOTE: ALL PLANS ARE SUBJECT TO FINAL DESIGN APPROVAL

Handwritten signature/initials.

NOAA NCWCP DEVELOPMENT BUDGET

Opus East, LLC

SFO # 9MD0023

1/18/2005

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GENERAL INFORMATION	
TOTAL SITE AREA AC.	7
TOTAL BUILDING AREA	289,000
RENTABLE BUILDING AREA NET PENTHOUSE	268,762
PARKING STRUCTURE	yes
TOTAL PARKING	700
CONSTRUCTION PERIOD (mo.)	21.00
HOLDING PERIOD - LAND (mo.)	18.00
USABLE AREA	226,000
INTEREST RATE	6.0%

Start of construction - 10/2005

LAND	NOAA	\$ s.f. / rentable
land cost	\$	(b) (4)
soil test	\$	
level 1 environmental	\$	
survey & misc. (feasibility)	\$	
real estate tax	\$	
land interest to start of const.	\$	
TOTAL LAND	\$	
BUILDING		
general conditions	\$	
base building	\$	
testing	\$	
civil engineering	\$	
architectural design	\$	
parking / structure 700	\$	
General contractor fee	\$	
SHELL BUILDING	\$	
Tenant finish usable	\$	
TOTAL BUILDING	\$	
SITE WORK		
site improvements by others	\$	
pave, light, landscape	\$	
stormwater / utilities	\$	
cut & fill	\$	
TOTAL SITEWORK	\$	
OTHER COSTS		
impact fee - county	\$	
developer fee	\$	
government charges (permits)	\$	
tap fee / connect fees	\$	
bonds	\$	
TOTAL OTHER	\$	
TOTAL CONST. (building, site, and other)	\$	
construction interest	\$	
TOTAL HARD COST (land and building)	\$	
DEVELOPMENT		
lease commissions & fees	\$	
legal expense	\$	
loan fees & closing costs	\$	
bldg insurance	\$	
development contingency	\$	
TOTAL COST	\$	
Base Building Breakdown:		
Total	\$	
Substructure (footings & foundation)	\$	
Superstructure	\$	
Exterior Enclosure	\$	
Interiors work (core, lobby, restrooms)	\$	
Equipment	\$	
Vertical Circulation	\$	
Mechanical Systems	\$	
Electrical Systems	\$	

h Co

* Est. General Conditions, Overhead, Profit and Architectural and Engineering FEES for T.I.
(to be used from tenant improvement allowance)

		total	
Tenant Improvement Allowance	\$	(b) (4)	
General Conditions	\$		
Overhead	\$		
Profit	\$		
Total General Conditions O, H, & P	\$		
Space Planning	\$		
MEP	\$		
Lab Planning	\$		
Misc: Consultants :	\$		
Acoustics	\$		
Audiovisula	\$		
Hardware	\$		
Security	\$		
Telecom	\$		
Reimbursables	\$		
Total Estimated A & E	\$	878,842.1	\$ 3.42

CS
A

NOAA Tenant Work vs. Base Building Work

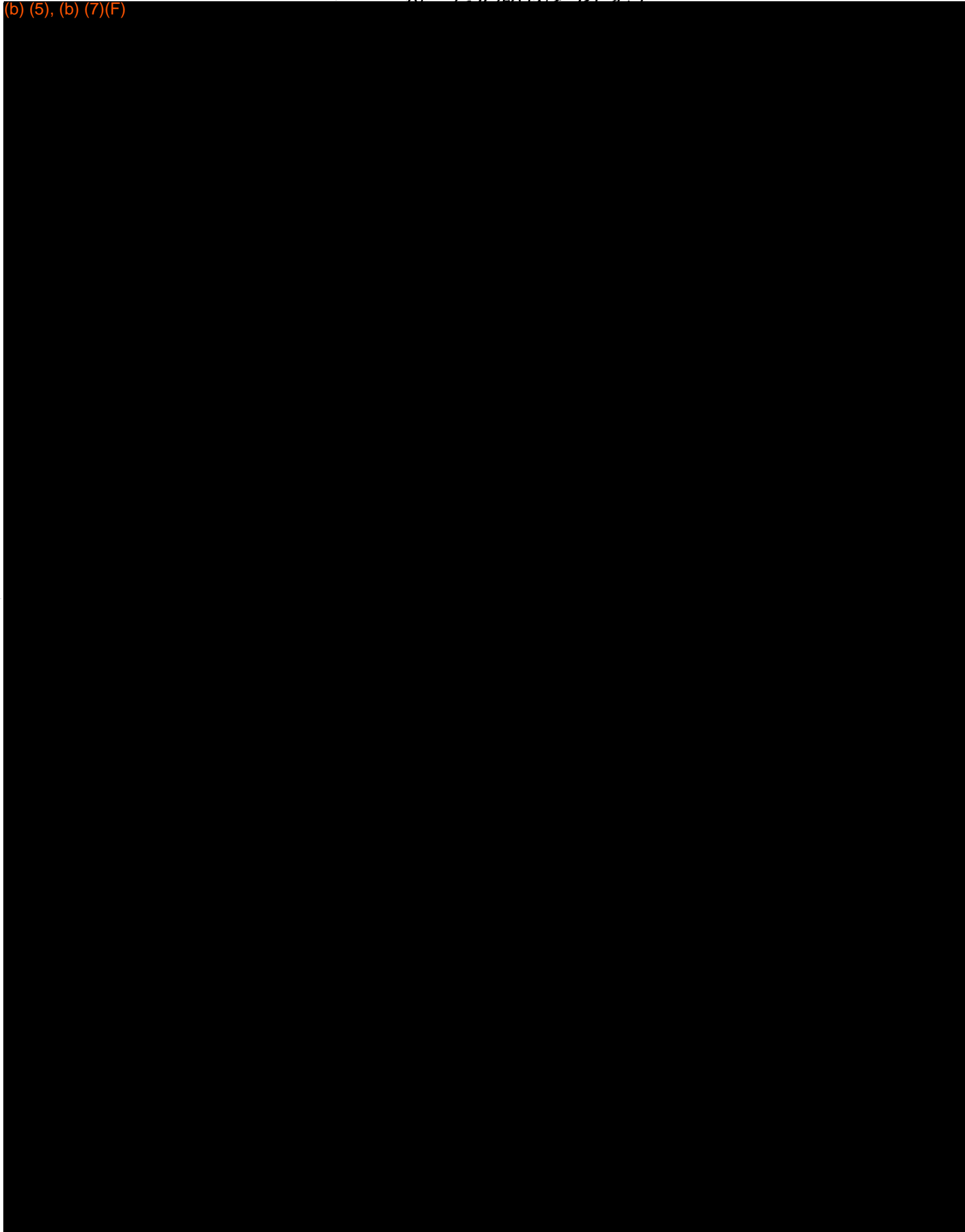
Activity	Base Building	Tenant
Site Work		
Paving	•	
Base Building Guard House / Gate	•	
Site Concrete	•	
Perimeter Fence	•	
Utilities	•	
Landscaping (retention ponds, hardscape)	•	
Security (cameras, security bollards, etc.)		•
Building		
Substructure (foundations and slab on grade)	•	
Superstructure (concrete and steel structure)	•	
Exterior Envelope	•	
Green Roof, Waterfall	•	
Interiors Work		
Core Mechanical Rooms	•	
Core Electrical Rooms	•	
Core Restrooms	•	
Core Toilets	•	
Elevator Equip. Room	•	
Core Stairwells	•	
Core Exit Corridors	•	
Core Janitor's Closets	•	
Entry Suite Doors	•	
Perimeter and Columns Gyp. Board	•	
Acoustical Grid and Ceiling Tile	•	
Raised Flooring	•	
Paint for Perimeter Walls and Columns	•	
Main Lobby Finishes	•	
Core Int. Doors, Frames, Hardware	•	
Core Lobby Ceilings, Walls and Flooring	•	
Directory	•	
Core Interior Signage	•	
Tenant Walls		•
Tenant Painting		•
Shell of the Cafeteria	•	
Cafeteria Operational Equipment		
Tenant Doors, Frames, Hardware		•
Tenant Snackbars		•
Tenant Fitness Center		•
Furnishings		
Window Treatments/Blinds		•
Equipment		
Dock Bumpers at Loading Dock	•	
Dock Levelers/Bumpers at Loading Dock	•	
Overhead Door at Loading Dock	•	
Vertical Circulation		

Activity	Base Building	Tenant
Elevators / Core Stairs	•	
Mechanical		
Chillers	•	
Boilers	•	
Water to Water Heat Exchanger		•
Cooling Towers (2)	•	
Cooling Towers (1)		•
Water Pumps	•	
Water Risers	•	
Chilled Water VAV units for the Floors	•	
16 Ton Floor Mounted Units for Mission Critical Area		•
Exhaust Fans	•	
Fire Dampers and Access Doors	•	
Duct to Under Floor VAVs	•	
Under Floor VAVs	•	
Duct/ Diffusers Down Stream of VAV		•
Wall Heaters and Electric Unit Heaters	•	
RTU for Lobby/ Atrium Area	•	
Duct and Diffusers for Lobby/Atrium Area	•	
Core EMS System	•	
Core Plumbing	•	
Tenant Plumbing		•
Sprinkler System	•	
Specialty Sprinkler System		•
Mission Critical Mechanical and Plumbing Upgrades		•
Electrical		
Core Receptacles	•	
Systems Furniture Power Connection		•
Core Telephone Outlet	•	
Core Card Reader Rough-In	•	
Core Duct Smoke	•	
Core Fire Alarm	•	
Core Smoke Detector	•	
Light Fixtures	•	
Tenant Specialty Lighting		•
Main Distribution System Switchboard	•	
Motor Control Centers	•	
Core Panelboard, Feeder, Circuit Breaker, Etc.	•	
Core Transformers	•	
Life Safety Generator	•	
Lightning Protection System	•	
Building Ground and Isolated Ground	•	
Mission Critical Electrical Upgrades (UPS, etc.)		•
Emergency Generators and Fuel Storage		•
Parking Garage	•	

CO
H

(b) (5), (b) (7)(F)

Al. Criminal Plan



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